

IN THE MATTER OF THE : IN THE CIRCUIT COURT  
 TRUST ESTATE OF : FOR ANNE ARUNDEL COUNTY  
 CHARLES S. SPRINGER, DECEASED : EQUITY NO. 11,562

...

PETITION TO TERMINATE TRUST ESTATE

To the Honorable, the Judges of Said Court:

The Petition of John R. Fletcher, and The Second National Bank of Washington, Trustees, and Bessie E. Springer, widow, Catherine ~~Johnna~~ ~~Jessie~~ Ruff, daughter, and Charlotte Louise Rittweger, daughter, respectfully shows unto Your Honors:

First: That Charles S. Springer died testate on the 29th day of September, 1952 and his Last Will and Testament was duly admitted to probate by the Orphan's Court for Anne Arundel County on November 13, 1952.

Second: In the Last Will and Testament of Charles S. Springer, deceased, he appointed John R. Fletcher and The Second National Bank of Washington as Executors and Trustees. A certified copy of said Last Will and Testament is filed herewith and prayed to be taken as a part hereof.

Third: That the estate of Charles S. Springer, deceased, has been fully administered in the Orphan's Court for Anne Arundel County, the First and Final Account having been filed and passed by the Court on August 9, 1955.

Fourth: That the Trustees appointed by the Last Will and Testament of Charles S. Springer, deceased, show to your Honors that they hold as Trustees the following assets of the trust estate created by the said Last Will and Testament:

1. Received from The Second National Bank of Washington and John R. Fletcher, the Executors, Estate of Charles S. Springer  
 Cash on deposit in The Second National Bank of Washington \$ 4,363.80
2. Ninety-two (92) shares - Franklin Manor Beach Company  
 Capital Stock @ \$15.00 per share 1,380.00

*Filed: 31 Oct. 1955*

## 3. Notes secured:

LIBER 97 PAGE 2

Lawrence L. and Myrtle D. Dent	\$ 621.05
Robert and Margaret Elliott	362.00
Louise P. Engle	96.60
Carlton L. and Lois C. Wood	<u>180.29</u>

\$1,259.94

\$7,003.74

4. Real Estate - Plat of Franklin Manor Beach,  
recorded in Plat Book 15, Page 4

Block 19, Lots 15-17, improved by dwelling and garage	\$17,000.00
Block 34, Lots 1 and 13-21 @ \$500.00 each	5,000.00
Block 34, Lots 2,3,4,9,10,11,12 @ \$350.00 each	2,450.00
Block 35, Lots 16,17,18 @ \$500.00 each	1,500.00
Block 35, Lots 10 @ \$350.00	350.00
Block 36, Lot 1 @ \$500.00	500.00
Block 36, Lots 2,7,8,9,10,11,12 and front 2/3 of Lots 17 and 18 @ \$350.00 each	3,150.00
Block 37, Lots 1,6,23,24,25 @ \$500.00 each	2,500.00
Block 37, Lots 2,3,4,5,7,8,9,10,11,12,13,14, 15,16,17,18,19,20,21,22 @ \$350.00 each	7,000.00
Block 38, Lots 1,6,24,25,26,27,28,29 @ \$500.00	4,000.00
Block 38, Lots 2,3,4,5,7,8,9,10,11,12,13,14,15, 16,17,18,19,20,21,22,23 @ \$350.00 each	7,350.00
Block 26, Lots 5 through 15, Sold pursuant to Court Order, Administration of Estate of Charles S. Springer, deceased, No. 8371	<u>4,500.00</u>

Total \$62,303.74

and have expended the following items:

1. 1952 Levy	\$ 370.44
1953 Levy	496.52
1954 Levy	477.79
1955 Levy	<u>267.75</u>
Real Estate Taxes	\$ 1,612.50
2. To Henry S. Murray, Agent Premium on Insurance policy on dwelling	86.00
3. To George E. Rullman, Attorney fee In Re: Sale of Lots 5 through 15, Block 26 to Eller, and miscellaneous services	<u>150.00</u>
Total	\$ 1,848.50
Balance	<u>\$60,455.24</u>

Fifth: That under the Fourth Paragraph and sub-paragraphs thereof of the said Last Will and Testament, John R. Fletcher and The Second National Bank of Washington were appointed Trustees for the purposes as therein set forth, the beneficiaries of the Trust being Bessie E. Springer, widow, of Charles S. Springer, deceased; Catherine ~~Joanna~~ <sup>Joanna</sup> Ruff, daughter of the deceased; and Charlotte Louise Rittereger, daughter of the deceased, each to share one-third. All of these parties are of age.

Sixth: That the beneficiaries of the Trust named in the foregoing paragraph have requested the Trustees to petition this Honorable Court to terminate this estate so far as it applies to them, to which request the Trustees accede, as the purposes of the Trust created will be accomplished.

NOW, THEREFORE, your Petitioners pray the Court to pass an Order in the premises terminating the Trust created, and direct and authorize the Trustees to convey to the beneficiaries all assets now in their hands in shares according to the provisions of the Last Will and Testament of Charles S. Springer, deceased.

AND as in duty bound, etc.

George E. Rullman  
George E. Rullman, Attorney for petitioners

John R. Fletcher  
John R. Fletcher, Trustee  
THE SECOND NATIONAL BANK OF WASHINGTON  
By: Henry P. Hoffman  
Henry P. Hoffman  
Vice-President

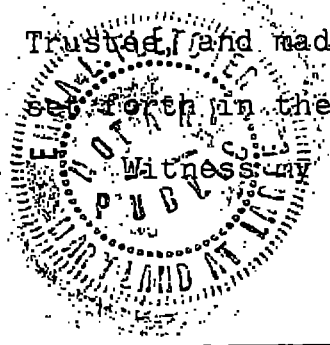
WE, Bessie E. Springer, widow, Catherine <sup>JOHANNA</sup> ~~Jeanne~~ Ruff, daughter, and Charlotte Louise Rittereger, daughter, do hereby consent to the passage of the Order prayed.

Bessie E. Springer  
Bessie E. Springer  
Catherine Johanna Ruff  
Catherine Johanna Ruff  
Charlotte Louise Rittereger  
Charlotte Louise Rittereger

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:-

I hereby certify that on this 12<sup>th</sup> day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John R. Fletcher, Trustee, and made oath in due form of Law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.



Emmuel L. Fletcher  
Notary Public

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:-

I hereby certify that on this 10<sup>th</sup> day of October, 1955, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared Henry P. Hoffman, Vice-President of The Second National Bank of Washington, Trustee, and made oath in due form of Law that the matters and facts set forth in the foregoing Petition are true as therein stated; and further that he is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.



Gerald H. Reed  
Notary Public D.C.  
My Commission Expires August 15, 1957.

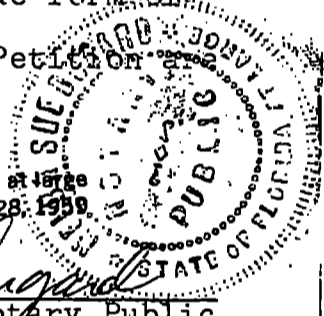
STATE OF Florida, COUNTY OF Dade, to wit:-

I hereby certify that on this 17<sup>th</sup> day of Oct., 1955, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Bessie E. Springer, widow of Charles S. Springer, deceased, and made oath in due form of Law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

Notary Public, State of Florida at large  
My commission expires July 28, 1958

Melba Sue Nugent  
Notary Public



STATE OF Florida, COUNTY OF Dade, to wit:-

I hereby certify that on this 17<sup>th</sup> day of Oct., 1955, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Catherine ~~Joanna~~ <sup>JOHANNA</sup> Ruff, daughter of Charles S. Springer, deceased, and made oath in due form of Law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

Notary Public, State of Florida at large  
My commission expires July 28, 1958

Melba Sue Nugent  
Notary Public



STATE OF Florida, COUNTY OF Dade, to wit:-

I hereby certify that on this 17<sup>th</sup> day of Oct., 1955, before me, the subscriber; a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Charlotte Louise Rittweger, daughter of Charles S. Springer, deceased, and made oath in due form of Law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

Notary Public, State of Florida at Large  
My commission expires July 28, 1958

Melba Sue Rittweger  
Notary Public  
STATE OF FLORIDA

ORDER

UPON the foregoing Petition, consent and affidavits, it is thereupon, this 2<sup>nd</sup> day of November, 1955, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that the Trustees of the Estate of Charles S. Springer, deceased, be, and they are hereby directed and authorized to convey the assets of the said Trust Estate to the beneficiaries named in the <sup>Fourth Paragraph of the</sup> Last Will and Testament of Charles S. Springer, deceased; and further, that upon filing releases of the beneficiaries to the Trustees, the said Trustees be relieved from further liability, and it is further Ordered that the trust created in the Third Paragraph of said Last Will and Testament for the benefit of Edward Charles Ruff remain in effect and operation.

Bernard W. Michaels  
JUDGE

Filed: 2 Nov. 1955

EXIBIT

IN THE MATTER OF THE WILL OF EQUITY NO. \_\_\_\_  
 TRUST ESTATE OF CHARLES S. SPRINGER IN THE CIRCUIT COURT  
 CHARLES S. SPRINGER, FOR ANNE ARUNDEL COUNTY  
 DECEASED

I, Charles S. Springer, of Churchton, Anne Arundel County,

Maryland, do hereby make, publish and declare this writing as and  
 for my last will and testament, hereby revoking any and all wills  
 heretofore made by me.

1. I direct the payment of my just debts and the expenses  
 of my funeral and burial by my executors hereinafter mentioned,  
 as soon after my death as possible. In the event I have not pur-  
 chased a burial plot for myself and wife at the time of my death,  
 I direct my executors to purchase two sites in Fort Lincoln  
 Cemetery and direct them to purchase a suitable headstone or mark-  
 er for said sites on which shall be inscribed the names of myself  
 and wife with the birthdate of each and the date of my death and  
 they are authorized and directed to pay for the cost of same out  
 of my estate.

2. To my beloved wife, Bessie E. Springer, I give and be-  
 queath all of my household furniture and personal effects.

3. To The Second National Bank of Washington, as Trustee,  
 I bequeath the sum of \$10,000.00 to be held by my Trustee for my  
 beloved grandson, Edward Charles Ruff, until he reaches his  
 twenty-first birthday. I give my said Trustee full power of  
 discretion to invest and reinvest said sum and when my said grand-  
 son reaches his twenty-first birthday, to pay to him the principal  
 sum plus any accumulation of income.

4. All the rest, residue and remainder of my estate, both  
 real and personal, whatsoever the same may be and wheresoever it  
 is situate, I give, bequeath and devise to John R. Fletcher and The  
 Second National Bank, as Trustees, (Who are also hereinafter named  
 as executors), absolutely and in fee simple, or to the survivor of

*Filed: 31 Oct. 1955*

them, for the following uses and purposes:

1. To hold my residence at Franklin Manor Beach, Churchton, Maryland, for the benefit of my beloved wife, Bessie E. Springer, as long as she desires to occupy same as her home and upon her decision to live elsewhere permanently, I direct my said Trustees to sell same and divide the proceeds in the same manner as hereinafter directed.

2. All of my other property, whether real or personal, I direct my Trustees to sell at public or private sale and under the terms which, in their discretion, will be most advantageous and divide the proceeds of such sale or sales, after the payment of expenses incident thereto as follows:

a. One-third to my beloved wife, Bessie E.

Springer;

b. One-third to my beloved daughter, Catherine

Joanna Ruff;

c. One-third to my beloved daughter, Charlotte

Louise Rittereger.

5. I nominate and appoint John R. Fletcher and The Second National Bank of Washington as co-executors of this my last will and testament. In the event John R. Fletcher should not survive me, I then direct that The Second National Bank of Washington act as sole executor.

In witness whereof, I now subscribe my name to this my last will and testament this 9th day of November, 1951.

(S) Charles S. Springer  
Charles S. Springer

Signed, published and declared as and for his last will and testament by Charles S. Springer, the above named testator, in the presence of us, who in his presence and at his request and in the presence of each other, now subscribe our names as attesting witnesses.

WITNESSES:

(S) Elsie D. Streeter

(S) Harry C. Fischer

ADDRESSES:

600 F St. N.W., Washington, D.C.

600 F Street, N.W., Washington, D.C.

Anne Arundel County, Ss:

On the 13<sup>th</sup> day of November, 1952, came John R. Fletcher and made Oath in due form of law, that he does not know of any Will or Codicil of Charles S. Springer late of said County, deceased, other than the above instrument of writing, and that he received the same from the Register of Wills for Anne Arundel County to whom it had been sent by the Register of Wills of Washington, D.C. Testator died on or about the 29<sup>th</sup> day of September, 1952. Sworn to in open Court

TEST: Clemence C. Burwell  
Deputy Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 13<sup>th</sup> day of November, 1952, came Elsie D. Streeter, one of the subscribing witnesses to the foregoing last Will and Testament of Charles S. Springer late of said County, deceased, and made oath in due form of law, that she did see the Testator sign and seal this Will; that she heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Harry C. Fischer

subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to in open Court

TEST: Clemence C. Burwell  
Deputy Register of Wills for Anne Arundel County.

On this 13<sup>th</sup> day of November A. D. 1952, personally appeared  
Elsie D. Streeter who on oath says that  
she is well acquainted with Harry C. Fischer  
and that affiant knows his handwriting, having often seen him write; that after examining  
the signature of Harry C. Fischer on the paper writing  
purporting to be the last Will and Testament of Charles S. Springer  
deceased, late of ANNE ARUNDEL COUNTY, MARYLAND, affiant declares the same to be in the  
handwriting of said Harry C. Fischer and it is well known to  
affiants that said Harry C. Fischer is out of reach of this Court  
~~is deceased.~~

Elsie D. Streeter

SIGNATURES.

Sworn to and subscribed before me on the day and year aforesaid.

Clemence C. Burwell  
Deputy Register of Wills for Anne Arundel County.

**In the Orphans' Court of Anne Arundel County:**

The Court after having carefully examined the above last Will and Testament of  
Charles S. Springer, late of  
said County, deceased, ~~together with the codicil xxx thereunto attached~~, and also the evidence adduced as  
to its validity, orders and decrees this 13<sup>th</sup> day of November, 1952,  
that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~  
of the said Charles S. Springer, deceased.

JUDGES

Owain E. Owens

Charles G. Hill

Joseph O. H. Fowler

LIBER 97 PAGE 10  
STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament

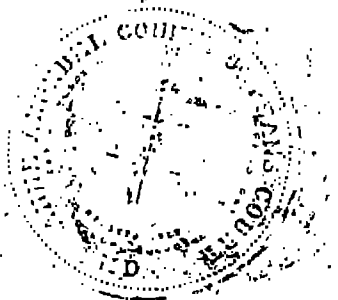
of

Charles S. Springer late of said County  
deceased together with proof and probate thereof,  
taken from the original

being one of the records filed, recorded and  
Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto  
subscribed my name and affix the seal of said Court  
this 27th day of  
October in the year of our  
Lord, nineteen hundred and fifty -five-

H. Stanley Clark  
Register of Wills for Anne Arundel County



IN THE MATTER OF THE TRUST ) IN THE CIRCUIT COURT  
 ESTATE OF CHARLES S. SPRINGER, : FOR ANNE ARUNDEL COUNTY  
 DECEASED, ) EQUITY NO 11562

RELEASE OF BENEFICIARIES

Pursuant to the Order of this Honorable Court entered the 2nd day of November, 1955, wherein the Trustees of the Estate of Charles S. Springer, Deceased, were directed and authorized to convey the assets of the said Trust Estate to the beneficiaries named in the fourth paragraph of the Last Will and Testament of Charles S. Springer, Deceased, said Trustees have submitted to the undersigned their Account showing receipts and disbursements and have conveyed to us the assets of said Estate.

We, the undersigned, Bessie E. Springer, Widow, Catherine Johanna Ruff, Daughter, and Charlotte Louise Rittweger, Daughter, do hereby accept receipt of the assets of said Trust Estate and release the said Trustees from further liability in the exercise of the Trust in them reposed.

*George J. Williams*  
*att'y for Trustees.*

*Bessie E. Springer*  
 Bessie E. Springer

*Catherine Johanna Ruff*  
 Catherine Johanna Ruff

*Charlotte Louise Rittweger*  
 Charlotte Louise Rittweger

**FILED**  
 1956 APR 27 AM 10:58

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOSEPH E. RAYMOND and	*	FOR
ROXIE RAYMOND, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY
	*	NO. 11,636.
* * * * *	*	* * * * *

Mr. Clerk:

Please docket this case and file the original Mortgage, Statement of Mortgage debt and Military Affidavit.

*Samuel M. Ivrey, Attorney*  
Samuel M. Ivrey, Attorney named  
in the Mortgage

LAW OFFICES  
SAMUEL M. IVREY  
ANNAPOLIS, MD.

Filed FEB 2 1956

Form No. 1—County Fee

PURCHASE MONEY

**This Mortgage**, made this 10<sup>th</sup> day of August, in the year one thousand nine hundred and Fifty-four, between JOSEPH E. RAYMOND and ROXIE RAYMOND, his wife of Anne Arundel County, in the State of Maryland, Mortgagor (s), and Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to JOSEPH E. RAYMOND and ROXIE RAYMOND, his wife the sum of Two Thousand Two Hundred and 00/100 (\$2,200.00)----- dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of Thirty-six and 47/100 (\$36.47)----- dollars plus one-twelfth of the annual taxes, ~~water rents~~ insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, ~~water rents~~, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except or that six months interest may be charged on prepayments in any one year which nt exceed twenty per cent of the original amount of the loan.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOSEPH E. RAYMOND and ROXIE RAYMOND, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate,

lying and being in the Seventh election district of Anne Arundel County, State of Maryland, ~~and does~~ ~~situate on the~~ at or near the village of Churchton on the North side of the County Road leading from the State Highway to Franklin Manor, more particularly described as follows:

BEGINNING FOR THE SAME on the North side of the County Road leading from the Churchton-Deale State Highway to Franklin Manor where the North 25 degrees 27 minutes West 208.5 foot line intersects with the aforesaid County Road; thence running along the said line North 25 degrees 27 minutes West 208.5 feet to a stake, thence North 63 degrees 48 minutes East 193 feet to a division line between Lots Nos. 2 and 3, as shown on a Plat of the lay out of lots for Harry Seidman, as made by J. R. McCrone, Jr., Registered Surveyor, in October 1945, thence in a Southeasterly direction along said division line parallel with the first line of description herein 240 feet, more or less, to the North side of the aforesaid County Road; thence, in a Southeasterly direction along said County Road for 195 feet to the point of beginning, comprising Lots Nos. 1 and 2, as shown on the aforesaid Plat and conta ning 1 acre of land, more or less. SAVING AND EXCEPTING therefrom, the lots of ground described in the two following deeds: (1.) From William F. Blunt and wife to Helen Gentry, et al, dated May 3, 1948 and recorded among aforesaid Land Records in Liber J.H.H. No. 469, folio 465. (2.) From William F.

FEB 2 1956

Filed

Blunt and wife to Blake Alexander Holland and wife, by deed dated January 20, 1954 and recorded among aforesaid Land Records in Liber J.H.H. No. 812, folio 451.

BEING part of the land which by deed dated October 7, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 383, folio 411, was conveyed by Lewis T. Breuninger and Marie L. Breuninger, his wife, to William F. Blunt and Mollie Blunt, his wife.

AND BEING the same property which was conveyed to the within named Mortgagors, Joseph E. Raymond and Roxie Raymond, his wife, by William F. Blunt and Mollie Blunt, his wife, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) JOSEPH E. RAYMOND and ROXIE RAYMOND, his wife for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

*Samuel M. Ivrey*  
Samuel M. Ivrey, as to both

*His Mark*  
*Joseph E. Raymond*  
Joseph E. Raymond

*Roxie Raymond*  
Roxie Raymond

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 10th day of August

in the year one thousand nine hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

JOSEPH E. RAYMOND and ROXIE RAYMOND, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.



My commission expires on

May 2, 19 55

*Samuel M. Ivrey*  
Samuel M. Ivrey; Notary-Public.

Recorded: August 11, 1954 at 10.30 A.M.

FILE IN EQUITY 11,636 (2)

# Mortgage

FROM

JOSEPH E. RAYMOND AND

ROXIE RAYMOND, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF  
ANNAPOLIS, MD.

Lot on Franklin Manor  
Property County Road-7th El. Dist.  
A. A. Co., Md.

Received for record 11 Aug  
19 54 at 10 30 o'clock A.M.

Same day recorded in Libery 8212

No. 853 folio 491 &c. one of  
the Land Records of Anne Arundel County

and examined per

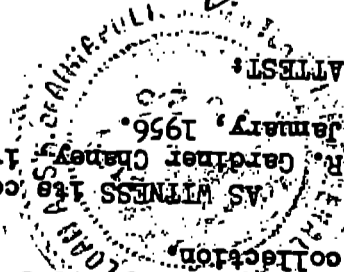
Clerk.

JOHN H. HOPKINS, 3rd  
Cost of Record \$ 5.00

SAMUEL M. IVREY  
ATTORNEY AT LAW  
144 GLOUCESTER STREET  
ANNAPOLIS, MD.

ENTERPRISE FEDERAL SAVINGS AND  
LOAN ASSOCIATION

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Attorney named in the Mortgage, for the purpose of foreclosure and collection.  
AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 17th day of January, 1956.  
ATTEST:  
Samuel M. Ivrey, Secretary



BY *R. Gardiner Chaney, President*

Samuel M. Ivrey, Secretary

Property:  
Description approved  
Execution approved  
Recorded for Record  
of 19 54 at 10 30 A.M.  
and the same day recorded in Libery  
No. 853 folio 491  
Records of Anne Arundel County  
BY *George T. Cromwell, Clerk*  
\$8.100

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOSEPH E. RAYMOND and	*	FOR
ROXIE RAYMOND, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY
	*	NO 11,636
* * * * *	*	* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Joseph E. Raymond and Roxie Raymond, his wife, dated August 10, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853, folio 491; said Mortgage being in default.

Balance due upon principal	\$2,107.60
Interest to 3/8/56	2.72
	<u>\$2,110.32</u>

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of February 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said Statement mentioned.

AS WITNESS my Hand and Notarial Seal.



*Betty E. Parks*  
Betty E. Parks - Notary Public

LAW OFFICES  
SAMUEL M. IVREY  
ANNAPOLIS, MD.

Filed FEB 2 1956

Milit · Affidavit under Soldiers' and Sa rs' Civil Relief Act  
of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF JOSEPH E. RAYMOND

xxx

and ROXIE RAYMOND, his wife

IN THE

Circuit Court

OF

BALTIMORE CITY

Anne Arundel County

Equity

Docket ..... Fol. ....

Military Affidavit

Anne Arundel County

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in  
County  
and for said City, personally appeared Samuel M. Ivrey

and made oath in due form of law that he (she) knows the defendant herein, and that to  
the best of his (her) information, knowledge and belief

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

*Samuel M. Ivrey, Attorney*  
Affiant.

Subscribed and sworn to before me  
this 2nd day of Feb. 1956

*Betty E. Parker*  
Notary Public

Filed FEB 2 1956





No. 11,636 Equity

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars (\$2,500.00) current monty to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of March, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from Joseph E. Raymond and Roxie Raymond, his wife, to Enterprise Federal Savings & Loan Association, bearing date on or about August 10, 1954, (Equity No. 11,636) the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Samuel M. Ivrey does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered

in the presence of

*Margaret B. Hendrix*  
Margaret B. Hendrix, as to all

*Samuel M. Ivrey* (SEAL)  
Samuel M. Ivrey, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate  
By *John H. Hopkins, IV*  
John H. Hopkins, IV, Attorney in fact  
SURETY

Bond approved this 8 Mar. 1956.

*George J. Cromwell*  
Clerk

Filed MAR 8 1956

# ATTORNEY'S SALE

—OF VALUABLE—

## Improved Real Estate

CHURCHTON, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Joseph E. Raymond and Roxie Raymond, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, a body corporate, dated August 10, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853, folio 491, the undersigned, as Attorney named in the Mortgage, to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

### THURSDAY, MARCH 8th, 1956

at 11 A. M.

all those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, at or near the village of Churchton on the North side of the County Road leading from the State Highway to Franklin Manor, more particularly described as follows:

**BEGINNING FOR THE SAME** on the North side of the County Road leading from the Churchton-Deale State Highway to Franklin Manor where the North 25 degrees 27 minutes West 208.5 foot line intersects with the aforesaid County Road; thence running along the said line North 25 degrees 27 minutes West 208.5 feet to a stake, thence North 63 degrees 48 minutes East 193 feet to a division line between Lots Nos. 2 and 3, as shown on a Plat of the lay out of Lots for Harry Seidman, as made by J. R. McCrone, Jr., Registered Surveyor, in October 1945, thence in a Southeasterly direction along said division line parallel with the first line of description herein 240 feet, more or less, to the North side of the aforesaid County Road; thence, in a Southeasterly direction along said County Road for 195 feet to the point of beginning, comprising Lots. Nos. 1 and 2, as shown on the aforesaid Plat and containing 1 acre of land, more or less. **SAVING AND EXCEPTING** therefrom, the lots of ground described in the two following deeds: (1) From William F. Blunt and wife to Helen Gentry, et al, by Deed dated May 3, 1948 and recorded among aforesaid Land Records in Liber J.H.H. No. 469, folio 465. (2) From William F. Blunt and wife, to Blake Alexander Holland and wife, by Deed dated January 20, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 812, folio 451.

**BEING** the same property which was conveyed to Joseph E. Raymond and Roxie Raymond, his wife, by William F. Blunt and Mollie Blunt, his wife, by Deed dated August 10, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 853, folio 488.

The said property being improved by a frame dwelling consisting of four rooms.

**TERMS OF SALE:** A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

**SAMUEL M. IVREY,**

Attorney Named In the Mortgage,

144 Gloucester Street,

Annapolis, Maryland.

Filed MAR 13 1956

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of \$ 2,050.00 and I/We agree to abide by the terms therein.

WITNESS the name of the Enterprise Federal Savings & Loan Association of Annapolis, Maryland, a body corporate, by the signature of its President, R. Gardiner Chaney, attested by the signature of its Secretary and affixing its Corporate Seal this 8th day of March, 1956.

ATTEST:

ENTERPRISE FEDERAL SAVINGS & LOAN ASS'N.

Samuel M. Ivrey  
Samuel M. Ivrey, Secretary

BY:

R. Gardiner Chaney  
R. Gardiner Chaney, President

(SEAL)

I hereby certify that I sold property described on the reverse side of this Handbill to Enterprise Federal Savings & Loan Association of Annapolis, Md. at and for the price of \$ 2,050.00. he/they, being then and there the highest bidder therefor.

WITNESS my Hand and Seal this 8th day of March, 1956.

WITNESS:

Samuel M. Ivrey  
Samuel M. Ivrey

George W. Scible  
George W. Scible, Auctioneer

(SEAL)

Filed MAR 13 1956

IN THE MATTER OF \* IN THE  
 THE MORTGAGED REAL ESTATE OF \* CIRCUIT COURT  
 JOSEPH E. RAYMOND and \* FOR  
 ROXIE RAYMOND, his wife \* ANNE ARUNDEL COUNTY

EQUITY NO. 11,636

\* \* \* \* \*

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety which was duly approved and having given 20 days' notice of time, place manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed, and published in Anne Arundel County, he did, pursuant to said notice of sale attend in person at the Court House Door in the City of Annapolis, Maryland, on Thursday, March 8, 1956, at 11 o'clock A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland at or near the village of Churchton on the North side of the County Road leading from the State Highway to Franklin Manor, more particularly described as follows:

BEGINNING FOR THE SAME on the North side of the County Road leading from the Churchton-Deale State Highway to Franklin Manor where the North 25 degrees 27 minutes West 208.5 foot line intersects with the aforesaid County Road; thence running along the said line North 25 degrees 27 minutes West 208.5 feet to a stake, thence North 63 degrees 48 minutes East 193 feet to a division line between Lots Nos. 2 and 3, as shown on a Plat of the lay out of Lots for Harry Seidman, as made by J. R. McCrone, Jr., Registered Surveyor, in October 1945, thence in a Southeasterly direction along said division line parallel with the first line of description herein 240 feet, more or less, to the North

Filed MAR 13 1956

side of the aforesaid County Road; thence, in a Southeasterly direction along said County Road for 195 feet to the point of beginning, comprising Lots Nos. 1 and 2, as shown on the aforesaid Plat and containing 1 acre of land, more or less. SAVING AND EXCEPTING therefrom, the lots of ground described in the two following deeds: (1) From William F. Blunt and wife to Helen Gentry, et al, by Deed dated May 3, 1948 and recorded among aforesaid Land Records in Liber JHH No. 469, folio 465 (2) From William F. Blunt and wife, to Blake Alexander Holland and wife, by Deed dated January 20, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. No. 812, folio 451.

BEING the same property which was conveyed to Joseph E. Raymond and Roxie Raymond, his wife, by William F. Blunt and Mollie Blunt, his wife, by Deed dated August 10, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. No. 853, folio 488.

Said property being sold to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, at and for the sum of \$2,050.00, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc..

*Samuel M. Ivrey, atty.*  
 Samuel M. Ivrey, Attorney named in  
 the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 12<sup>th</sup> day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

WITNESS my Hand and Notarial Seal.

LAW OFFICES  
 SAMUEL M. IVREY  
 ANNAPOLIS, MD.



*Betty E. Parks*  
 Betty E. Parks - Notary Public

In The Matter Of The  
Mortgaged Real Estate Of

~~XXXXXX~~

Joseph E. Raymond and  
Roxie Raymond, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,636 Equity

Ordered, this 13 day of March, 1956, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by Samuel M. Ivrey, Attorney named in the Mortgage,  
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17  
day of April next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 17  
day of April next.

The report states that the amount of sales ~~was~~ <sup>was</sup> \$ 2,050.00.

*George T. Cromwell,* Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed MAR 13 1956

In The Matter Of The  
Mortgaged Real Estate Of

~~XXXXXX~~

Joseph E. Raymond and  
Roxie Raymond, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23<sup>d</sup> day of April, 1956  
that the sale made and reported by the ~~Attorney~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> hereby Ratified and Confirmed  
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order  
Nisi, passed in said cause; and the ~~Attorney~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Michaelson*  
Judge

FILED  
1956 APR 23 PM 3:31

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11630 EQUITY

In The Matter Of The  
Mortgaged Real Estate Of  
JOSEPH E. RAYMOND and  
ROXIE RAYMOND, his wife.

Ordered, this 13th day of March,  
1956, That the sale of the Property in  
these Proceedings mentioned, made and  
reported by Samuel M. Ivrey, Attorney  
unired in the Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 17th day of April next: Provided,  
a copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three successive  
weeks before the 17th day of April next.

The report states that the amount  
of sale was \$2,000.00.

GEORGE T. CROMWELL, Clerk,  
True Copy. TEST:  
GEORGE T. CROMWELL, Clerk.

a-5

## CERTIFICATE OF PUBLICATION

Annapolis, Md., April 21, 1956

We hereby certify, that the annexed

Order Nisi - Sale  
Equity - 11636  
Joseph E. Raymond

was published in

## Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 17<sup>th</sup>

day of April, 1956. The first

insertion being made the 15<sup>th</sup> day of

March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E.C. 34476R 23-AM 11:37-

**FILED**  
1956 APR 23 AM 11:37

14

97 PAGE 26

***In the Case of***

In the Matter of the

## Mortgaged Real Estate

of ~~XXXX~~

Joseph E. Raymond

and

Roxie Raymond, his wife

**In the**

# Circuit Court

**For**

# Anne Arundel County

No. 11,636

## Equity

**To the Honorable, the Judges of said Court:**

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 3, 1956.

**All of which is respectfully submitted.**

*Sandra K. Enckling*  
Auditor.

**Auditor.**

**FILED**

1956 MAY -7 PM 12:47

15'

Dr. In the Matter of the Mortgaged Real Estate of Joseph E. Raymond and Roxie Raymond, his wife

in ac.

To Attorney for Fee, viz:	35	00		
To Attorney Commissions, viz:	94	50	129	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	9	00	47	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	62	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	01		
Globe Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
Betty E. Parks - notary fees	1	50		
Clerk of Court - recording assignment	1	00	127	78
To Attorney for Taxes, viz:				
1955 State and County taxes	14	50		
1956 State and County taxes (\$25.08) adjusted to 3/8/56	4	74	19	24
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	1,726	48	1,726	48
			2,050	00
Amount of mortgage claim filed	2,110	32		
Cr. Amount allowed above	1,726	48		
Balance subject to decree in personam	383	84		

with Samuel M. Ivrey, Attorney named in Mortgage

**Cr.**

[illegible]

ORDER NISI

LIBER

97 PAGE 29

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the  
Mortgaged Real Estate

of ~~VERSUS~~

Joseph E. Raymond

and

Roxie Raymond, his wife

No. 11,636

Equity.

ORDERED, This 7 day of May, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11  
day of June next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
11 day of June next.

*Filed 7 May 1956, 12:47 P.M.*  
*George T. Cromwell, Clerk.*  
In the Circuit Court for Anne Arundel County  
ORDERED BY THE COURT, this 12<sup>th</sup> day of June, 1956, that the  
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
to the contrary having been shown, and that the ~~Procees~~ apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

*Benjamin H. Richardson*  
*Judge*

FILED

1956 JUN 12 PM 4:30

**Evening Capital**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**Annapolis, Md., June 11, 1956

We hereby certify, that the annexed

Order Nisi - E.g. 11,696  
Auditor AccountJoseph E. Raymond  
was published in**Evening Capital**a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 3successive weeks before the 11thday of June, 1956 The firstinsertion being made the 8th day ofMay, 1956

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**No. E.C. 4036

1956 JUN 11 AM 11:12

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,636 EQUITYIn the Matter of the  
Mortgaged Real Estate of  
JOSEPH E. RAYMOND and

ROXIE RAYMOND, his wife.

Ordered, this 7th day of May, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 11th  
day of June next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 11th day of June  
next.GEORGE T. CROMWELL, Clerk,  
True Copy. TEST:  
GEORGE T. CROMWELL, Clerk.

m-22

WILLIAM C. ROGERS, Attorney

\*

IN THE

Named in Mortgage

\*

CIRCUIT COURT

VS

\*

FOR

DELBERT MALOTT and

\*

ANNE ARUNDEL COUNTY

CLARABELLE MALOTT, his wife

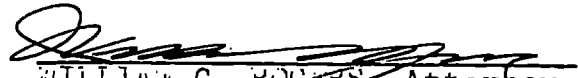
\*


No. 11,659 Equity

\* \* \* \* \*

MR. CLERK:

Please docket Suit in the above entitled case  
and file Petitioner's Exhibit "A".

  
WILLIAM C. ROGERS, Attorney  
Named in Mortgage

  
Winson G. Gott, Jr. Lee Bldg. Annapolis  
Attorney for Plaintiff

Filed FEB 18 1956

VA Form 4-4318 (Home Loan).  
Aug. 1953. Use optional. Ser-  
vicemen's Readjustment Act  
(38 U. S. C. A. 694 (a)). Ac-  
ceptable to RFC Mortgage Co.

# MORTGAGE

PETITIONER'S EXHIBIT "A"

THIS MORTGAGE, made this 24<sup>th</sup> day of August, A. D. 1954, by  
and between DELBERT MALOTT and CLARABELLE MALOTT, his wife,-----

of Anne Arundel County-----, in the State of Maryland, hereinafter  
called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION, a body corporate,,  
duly incorporated under the Laws of the State of Maryland-----  
~~XX~~  
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,\* is justly indebted to the Mortgagee for a loan  
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of  
NINETY-NINE HUNDRED NINETY----- Dollars (\$9990.00),  
being part of the purchase money for the property hereinafter described, with interest from date at the rate of  
four and one-half per centum (4½ %) per annum until paid, principal and interest being  
payable at the office of ROWILL TITLE HOLDING CORPORATION,-----, in  
Baltimore City, in the State of Maryland, or at such other place as the holder hereof may  
designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY DOLLARS  
AND SIXTY-TWO CENTS----- ~~Dollars~~ (\$ 50.62), commencing on the first day of  
September -- -, 19 54, and continuing on the first day of each month thereafter until the principal  
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be  
due and payable on the first day of August -- --, 19 84. Privilege is reserved to prepay  
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of  
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date  
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment  
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of  
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,  
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in  
Anne Arundel County-----, in the State of Maryland, to wit:

BEING known and designated as Lot No. 18 as shown on the Plat of  
Belvedere Heights, Section 2, which Plat was recorded among the Land  
Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4  
Rod G-8 Plat No. 7. Situate on Harmony Court.

BEING the same lot of ground which by Deed of Assignment dated even  
date herewith and intended to be recorded among the Land Records of  
Anne Arundel County immediately prior hereto was granted and conveyed  
by HILDA E. MILLER, unmarried, to DELBERT MALOTT and CLARABELLE MALOTT,  
his wife, the within Mortgagors.

\* Delete italicized words if Mortgagee is not a building and loan association.

Petitioner's Exhibit "A"

Filed FEB 18 1956

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, incinerators, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the annual rent of \$84.00; payable half-yearly on the 24th - - -, days of February - - -, and August - - -, in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for

thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **WILLIAM C. ROGERS**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

*Gertrude Lyons McNeil*  
GERTRUDE LYONS MCNEIL

*Delbert Malott* (SEAL)  
DELBERT MALOTT  
*Clarabelle Malott* (SEAL)  
CLARABELLE MALOTT

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 24 day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared DELBERT MALOTT and CLARABELLE MALOTT, his wife--  
the above named Mortgagors, and they-- acknowledged the foregoing mortgage to be their--act.

At the same time also personally appeared STANLEY L. HOLMES, Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Recorded: August 31, 1954

at 9.20 A.M.

*Gertrude Lyons McNeil*  
Notary Public.

My commission expires May 2nd, 1955. GERTRUDE LYONS MCNEIL  
FOR VALUE RECEIVED, We, ROWILL TITLE HOLDING CORPORATION, hereby assign the within Mortgage unto VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION. WITNESS the corporate seal of ROWILL TITLE HOLDING CORPORATION and the signature of E. TAYLOR BODEN, Vice-President, duly authorized and attested, this day of August, 1954.

ROWILL TITLE HOLDING CORPORATION

BY: *E. Taylor Boden*  
Vice-President

WITNESS:

*Gertrude Lyons McNeil*  
GERTRUDE LYONS MCNEIL

E. TAYLOR BODEN  
Recorded: August 31,  
1954 at 9.20 A.M.

Mortgage

FROM  
DELBERT MALOTT and  
CLARABELLE MALOTT, his wife.

TO  
ROWILL TITLE HOLDING CORPORATION  
Short Assignment to VERMONT  
FEDERAL SAVINGS AND LOAN  
ASSOCIATION.

Received for Record, August 31, 1954, at 9:20 A.M.  
the day recorded in Liber 858 Folio 390 &c.  
one of the Land Records of A.C. Co.

and examined per  
JOHN H. HOPKINS, JR.  
Clerk.  
Cost of Record, \$

Received for Recording, August 31, 1954, at 9:20 A.M.  
and the same day recorded in Liber J. H. H., No. 81-210-374 Land Records of Anne Arundel County.

JOHN H. HOPKINS, JR. Clerk  
Chas. S. 75  
Ph. 100-1070

LIBER 858 PAGE 394

LIBER

FILE NO. 2666  
WRITTEN BY MRP  
FORM APPROVED  
READY FOR RECORD  
STATE OF MARYLAND

WILLIAM C. ROGERS, Attorney \* IN THE  
 Named in Mortgage \* CIRCUIT COURT  
 VS \* FOR  
 DELBERT MALOTT and \* ANNE ARUNDEL COUNTY  
 CLARABELLE MALOTT, his wife \* No. 11, 659 Equity

\*\*\*\*\*

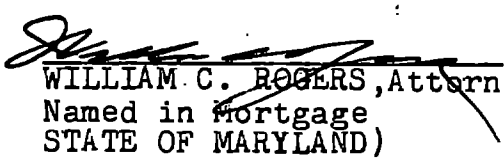
STATEMENT OF MORTGAGE DEBT

STATEMENT of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Delbert Malott and Clarabelle Malott, his wife to Rowill Title Holding Corporation, dated August 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 858, folio 390. (Short assignment to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation August 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 858, folio 394.)

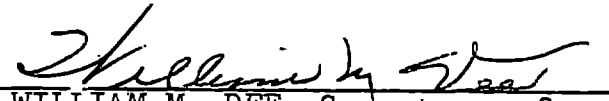
April 4, 1956

Delbert Malott and  
 Clarabelle Malott, his wife  
 Lot #18, Harmony Avenue  
 Anne Arundel County

Original amount of Loan	\$9,990.00
Interest on Loan from 9/3/54 to 4/4/56	724.50
Ground Rent	84.00
Taxes	123.54
Fire Insurance	46.96
	<u>\$10,969.00</u>
Less payments	<u>837.66</u>
BALANCE DUE BY MORTGAGORS	\$10,131.34

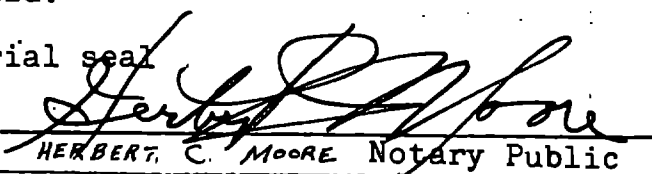
  
 WILLIAM C. ROGERS, Attorney  
 Named in Mortgage  
 STATE OF MARYLAND)  
 CITY OF BALTIMORE)

To Wit:

  
 WILLIAM M. DEE, Secretary of  
 VERMONT FEDERAL SAVINGS AND LOAN  
 ASSOCIATION

I HEREBY CERTIFY, that on this 5th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage and William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in said amount remaining due and unpaid.

WITNESS my hand and Notarial seal

  
 HERBERT C. MOORE Notary Public

FILED

1956 APR - 6 AM 12

WILLIAM C. ROGERS, Attorney  
 Named in Mortgage  
 VS  
 DELBERT MALOTT and  
 CLARABELLE MALOTT, his wife

\*  
\*  
\*  
\*  
\*

IN THE  
 CIRCUIT COURT  
 FOR  
 ANNE ARUNDEL COUNTY

\* \* \* \* \* #11.659 EQUITY


STATE OF MARYLAND)  
 ) To Wit:  
 CITY OF BALTIMORE)

On this 5<sup>th</sup> day of April, 1956, before me, the  
 subscriber, a Notary Public of the State of Maryland, in and  
 for the City of Baltimore, personally appeared William C. Rogers,  
 Plaintiff in the above entitled cause, who being duly sworn  
 according to law, deposed and said:

That Delbert Malott and Clarabelle Malott, his wife, are  
 the owners of the mortgaged property described in the mortgage  
 filed in these proceedings; and upon diligent inquiry it has  
 been found that the said Delbert Malott and Clarabelle Malott,  
 his wife, are not now in the military service of the United  
 States.

  
 WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed  
 to before me, the day and year first  
 above written.

  
 HERBERT C. MOORE, Notary Public

FILED

1956 APR -6 AM 11:11

# UNITED STATES

## CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 11,659 Equity

### Know All Men by These Presents:

That we... William C. Rogers  
 113 E. Baltimore Street, Baltimore 2, Maryland ----- as Principal  
 and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue  
 of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,  
 are held and firmly bound unto the State of Maryland in the full and just sum of -----  
 ---TEN THOUSAND FIVE HUNDRED (\$10,500.00)----- Dollars,  
 to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we  
 bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,  
 firmly by these presents.

Sealed with our seals, and dated this 4th  
 day of April in the year nineteen hundred and fifty-six.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Delbert Malott and Clarabelle Malott, his  
 wife, to Rowill Title Holding Corporation,

bearing date the 24th day of August nineteen hundred and fifty-four

and recorded among the Land Records of Anne Arundel County, in Liber JHH  
 No. 858, Folio 390, and such mortgage was assigned by Short  
 Assignment dated August 24, 1954 to Vermont Federal Savings and Loan  
 Association - and

William C. Rogers

is about to sell the land and premises described in said Mortgage, default having been made in the payment of  
 the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden

William C. Rogers

do and shall well and truly and faithfully perform the trust reposed in him under the  
 Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity  
 in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,  
 otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered

in the presence of  
 HERBERT C. MOORE

Attest:

G. Lee Burgess, Assistant Secretary

FILED

1956 APR -6 AM 11:11

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY,

By J.F. Eierman, Res. Vice President

George J. Cromwell, Clerk

Bond approved this 6 Sept 1956

WINSON G. GOTT, JR.

Attorney

Lee Building

Annapolis, Maryland

# ATTORNEY'S SALE

## OF VALUABLE

# Leasehold Property

SITUATE AT BELVEDERE HEIGHTS,  
THIRD ELECTION DISTRICT,  
ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Delbert Malott and Clarabelle Malott, his wife, to Rowill Title Holding Corporation, dated August 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 858, folio 390, which Mortgage was assigned by Short Assignment dated August 24, 1954 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

## SATURDAY, APRIL 7th, 1956

AT 2 P.M.

All that lot of ground and improvements thereon, in the 3rd Election District of Anne Arundel County, being known and designated as Lot No. 18 as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Situate on Harmony Court. Being the same property which by Deed of Assignment dated August 24, 1954, recorded in Liber J.H.H. No. 858, folio 388, was granted and conveyed by Hilda E. Miller, unmarried, to said Mortgagors.

Subject to an annual ground rent of \$84.00, payable half-yearly on the 24th days of February and August.

Subject, also to pole line agreement recorded in Liber W.M.B. No. 136, folio 469, and subject to the legal operation and effect of any other agreements and restrictions of record.

**IMPROVEMENTS:** This property is improved by a one and one-half story frame bungalow.

**TERMS OF SALE:** A cash deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

**WILLIAM C. ROGERS**

Attorney named in Mortgage

Rogers Building


113 E. Baltimore Street

Baltimore, Maryland

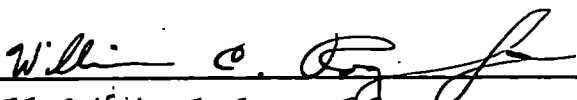
**FILED**

1956 APR 12 AM 10:18

I hereby certify that I have this 7th day of April, 1956, sold the within described property to Vermont Federal Savings and Loan Association, at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00 ), it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

  
George W. Scible, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association has on April 7th, 1956, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00 ), and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

  
ATTORNEY FOR VERMONT  
FEDERAL SAVING AND LOAN

**FILED**  
1956 APR 12 AM 10:13

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
DELBERT MALOTT and	*	ANNE ARUNDEL COUNTY
CLARABELLE MALOTT, his wife	*	No. 11,659 Equity
*****		

REPORT OF SALE

TO THE HONORABLE  
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as Lot #18, Harmony Court, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, April 7, 1956, at 2:00 p.m., attend at the Court House Door, and there and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale; which is prayed to be taken as part of this Report, unto Vermont Federal Savings and Loan Association at and for the price of \$8,500.00.

*William C. Rogers*  
WILLIAM C. ROGERS, Attorney named  
in Mortgage

STATE OF MARYLAND)  
CITY OF BALTIMORE) To Wit:

I HEREBY CERTIFY That on this 9th day of April, 1956, before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



*Herbert E. Moore*  
Notary Public

**FILED**  
1956 APR 12 AM 10:13

WINSON G. GOTT, JR.,  
Attorney  
Lee Building,  
Annapolis, Maryland

**Attorney's Sale  
OF VALUABLE  
LEASEHOLD PROPERTY  
SITUATE AT  
BELVEDERE HEIGHTS,  
THIRD ELECTION  
DISTRICT, ANNE  
ARUNDEL COUNTY**

Under and by virtue of a power of sale contained in a Mortgage from Delbert Malott and Clersabelle Malott, his wife, to Rowell Title Holding Corporation, dated August 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 858, folio 890, which Mortgage was assigned by Short Assignment dated August 24, 1954 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on **Saturday, April 7th, 1956**  
**At 2 P.M.**

All that lot of ground and improvements thereon, in the 3rd Election District of Anne Arundel County, being known and designated as Lot No. 18 as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4, Rod G-8, Plat No. 7, Situate on Harmony Court. Being the same property which by Deed of Assignment dated August 24, 1954, recorded in Liber J. H. H. No. 858, folio 888, was granted and conveyed by Hilda E. Miller, unmarried, to said Mortgagees.

Subject to an annual ground rent of \$84.00, payable half-yearly on the 24th days of February and August.

Subject, also to pole line agreement recorded in Liber W. M. B. No. 136, folio 469, and subject to the legal operation and effect of any other agreements and restrictions of record.

**IMPROVEMENTS:** This property is improved by a one and one-half story frame bungalow.

**TERMS OF SALE:** Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS  
Attorney named in Mortgage  
Rogers Building  
113 E. Baltimore Street  
Baltimore, Maryland  
GEORGE W. SCIBLER, Auctioneer.

## ORDER NISI

WILLIAM C. ROGERS, Attorney Named  
in Mortgage

versus

DELBERT MALOTT and  
CLARABELLE MALOTT, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,659 Equity

Ordered, this 12th day of April, 1956, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage, ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of May next.

The report states that the amount of sales ~~was~~ <sup>was</sup> ~~to be~~ \$8,500.00.

FILED

True Copy 1956 APR 12 AM 10:30

George J. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named  
in Mortgage

versus

DELBERT MALOTT and  
CLARABELLE MALOTT, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, This 23d day of May, 1956, that the sale made and reported by the ~~Trustee~~ <sup>Attorney</sup> aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1956 MAY 24 PM 3:37

Benjamin Nicholas Judge.

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Order Nisi**IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,659 EquityWILLIAM C. ROGERS, Attorney  
Named in Mortgage

Vs.

DELBERT MALOTT and OLARA-  
BELLE MALOTT, his wife.

Ordered, this 12th day of April, 1956  
That the sale of the property in these  
proceedings mentioned made and re-  
ported by William C. Rogers, Attorney  
Named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 21st day of May next; Provided, a  
copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three successive  
weeks before the 21st day of May next.

The report states that the amount of  
sale was \$8,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy. Test:

GEORGE T. CROMWELL, Clerk.

m-10

**CERTIFICATE OF PUBLICATION**Annapolis, Md., May 15, 1956

We hereby certify, that the annexed

Order Nisi SaleEg. 11,659Delbert Malott

was published in

**Maryland Gazette**a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4successive weeks before the 21stday of May, 1956. The firstinsertion being made the 19th day ofApril, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**

1956 MAY 22 PM 3:58

No. M.G. 7150

13

*In the Case of*

William C. Rogers,

Attorney named in Mortgage

VS.

Delbert Malott

and

Clarabelle Malott, his wife

In the

**Circuit Court**

For

**Anne Arundel County**

#11,659

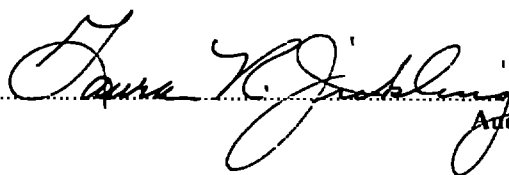
Equity

**To the Honorable, the Judges of said Court:**

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from then she has stated the within account.

June 15, 1956

All of which is respectfully submitted.

  
Auditor.

**FILED**

1956 JUN 18 PM 12:40

Dr. William C. Rogers, Attorney named in Mortgage, vs. Delbert Malott and Clarabelle Malott, his wife

in ac.

To Attorney for fee, viz:	100	00		
To Attorney for Commissions, viz:	287	10	387	10
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	07		
U. S. Casualty Co. - bond premium	42	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Herbert C. Moore - notary fees	1	50	153	68
To Attorney for Taxes, viz:				
1956 State and County taxes adjusted - 3 months 7 days	33	29	33	29
To Attorney for Benefit Charges, viz:				
1956 water and sewer benefit charge - 3 months 7 days	7	05		
Metered water to 3/31/56	10	80	17	85
To Attorney for Ground Rent, viz:				
Ground rent of \$42.00 due 2/24/56	42	00		
Ground rent due 8/24/56 -1 mo. 13 days	10	03	52	03
To Vermont Federal Savings & Loan Ass'n, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,874	55	7,874	55
			8,570	00
Amount of mortgage claim filed	10,131	34		
Cr. Amount allowed above	7,874	55		
Balance subject to decree in personam	2,256	79		

**with**

William C. Rogers, Attorney named in Mortgage

**Сг.**

[illegible]

ORDER NISI

LIBER

97 PAGE 48

In the

# CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

William C. Rogers,

Attorney named in Mortgage

VERSUS

Delbert Malott

and

Clarabelle Malott, his wife

No. 11,659

Equity

ORDERED, This 18 day of June, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23 day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of July next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24 day of July, 1956, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the proceeds apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

George T. Cromwell, Clerk  
Benjamin W. Nicholas, Judge

FILED

1956 JUL 24 PM 3:38

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1956

We hereby certify, that the annexed

Order Nisi No. 11,659  
Auditor Account

Delbert Malott

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 23rd

day of July, 1956. The first

insertion being made the 21st day of

June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,659 EQUITY

WILLIAM C. ROGERS,  
Attorney Named in Mortgage,  
versus

DELBERT MALOTT and  
CLARABELLE MALOTT, his wife.

Ordered, this 18th day of June, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 23rd  
day of July next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 23rd day of July next.

GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.

17-5

FILED

No. M. 1956-JUL 18 AM 9:38

IN THE MATTER OF THE MORTGAGED  
REAL ESTATE OF GEORGE L. MOORE  
and ROXIE C. MOORE, his wife

\*  
\*  
\*

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 11,597 EQUITY

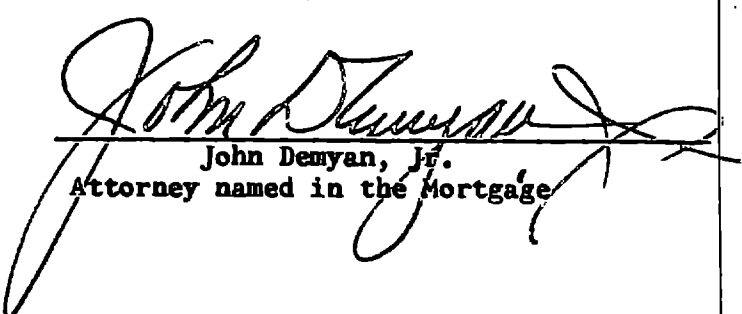
\*\*\*\*\*

ORDER TO DOCKET SUIT

\*\*\*\*\*

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

  
John Demyan, Jr.  
Attorney named in the Mortgage

DEC 16 1955  
Filed \_\_\_\_\_

PURCHASE MONEY

**This Mortgage,** Made this *7/2nd* day of July, 19 55.

by and between George L. Moore and Roxie C. Moore, his wife, - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of ~~-80-~~ shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$ 8,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all that ~~xxx~~ <sup>parcel</sup> of ground, situate, lying and being in Earleigh Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the first thereof at a stone heretofore planted in the eighth or 97 perches line of the deed from the heirs of Nicholas Disney, Deceased, to Henry B. Myers dated February 18, 1881, said stone being at the Southeast corner of Thomas Foster's land; thence running with and bounding on said eighth or 97 perches line, as now corrected for variation, South  $74\frac{1}{4}^{\circ}$  East  $53\frac{1}{2}$  perches to the end of said line; thence on the ninth line of said deed South  $13^{\circ}$  West 24 perches to a post on the Northwest side of a large dead pine tree, thence leaving the outlines of the said deed and running North  $74\frac{1}{4}^{\circ}$  West 73 perches to a post on a hill; thence North  $1\frac{3}{4}^{\circ}$  East  $24\frac{1}{5}$  perches to a post in the aforesaid eighth or 97 perches line of said deed, thence binding thereon South  $74\frac{1}{4}^{\circ}$  East  $19\frac{1}{2}$  perches to the place of beginning. Containing  $10\frac{1}{2}$  acres of land, more or less.

BEGINNING for the second thereof at the end of the seventh line of the property deeded to Frank H. Gerhardt by James Pumphrey and wife on April 10, 1908, recorded among the Land Records of Anne Arundel County in Liber G.W. 59, folio 202, thence running and binding on the seventh, sixth, fifth, fourth and part of the third lines of said tract

Filed DEC 16 1955

reversely and with a correction of 15 minutes as follows: North  $1^{\circ} 45'$  East 396 feet, North  $74^{\circ} 15'$  West 405.9 feet, South  $36 \frac{3}{4}^{\circ}$  West 82.6 feet, South  $26 \frac{1}{4}^{\circ}$  West 99 feet, South  $38 \frac{1}{4}^{\circ}$  West 226.86 feet, thence leaving the outlines and running back across the above tract, South  $74^{\circ} 15'$  East 637 feet to the place of beginning. Containing 4.36 acres, more or less.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all that parcel of ground which has heretofore been conveyed unto Oscar Lammi and Helmi Lammi, his wife, by deed dated November 16, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 388, folio 290.

BEING the same property which the said Mortgagors acquired from Axsel Sankari and Amanda Sankari, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of \$ 40.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of \$ 40.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

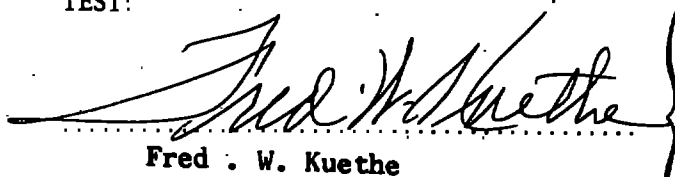
AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.


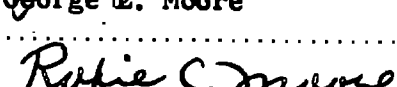
AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least \$ 8,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

  
Fred W. Kuethe

 (SEAL)  
George L. Moore (SEAL)  
 (SEAL)  
Roxie C. Moore (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 950 PAGE 588

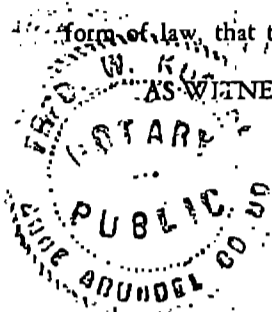
I HEREBY CERTIFY, That on this 22nd day of July, 1955, before me, the

subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

George L. Moore and Roxie C. Moore, his wife -----  
and acknowledged the foregoing mortgage to be their act. And at the same time also personally appearedJoseph D. Groh ----- the ----- President of THE GLEN BURNIE  
SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due

form of law, that the consideration named in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



*Fred W. Kuethe*  
 Fred. W. Kuethe Notary Public.

Recorded- 30th July, 1955, at 9 A.M.

PURCHASE MONEY  
**Mortgage**

FROM:

GEORGE L. MOORE and  
ROXIE C. MOORE, his wife

TO THE

GLEN BURNIE  
SAVINGS AND LOAN ASSOCIATION  
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3307.

Received for Record 30 Day  
 1955  
 And the same day recorded in Liber  
 G.T.C. No. 50 Fol. 585  
 Records of Anne Arundel County  
 GEORGE T. GROMWELL, Clerk

LAW OFFICE

JOHN DEMYAN, JR.

ANNAPOLIS — GLEN BURNIE  
MARYLANDFOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby  
releases the within mortgage.WITNESS the signature of the \_\_\_\_\_ President of the said body corporate, and the corporate seal  
thereof, attested by its secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION  
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary.

By \_\_\_\_\_

President.

IN THE MATTER OF THE MORTGAGED  
REAL ESTATE OF GEORGE L. MOORE  
and ROXIE C. MOORE, his wife

\*  
\*  
\*

IN THE CIRCUIT COURT FOR  
ANNE ARUNDEL COUNTY  
NO. 11,597 EQUITY

\*\*\*\*\*

STATEMENT OF CLAIM

\*\*\*\*\*

Advanced to Mortgage Loan		\$ 8,000.00
Interest from September 30, 1955		
to December 31, 1955	\$ 118.50	
Late Fines from October 31, 1955		
to December 31, 1955	<u>31.60</u>	<u>150.10</u>
		\$ 8,150.10
Paid on Account to date		<u>104.00</u>
Total amount due under the Mortgage		\$ 8,046.10

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION  
OF ANNE ARUNDEL COUNTY, a body corporate

BY

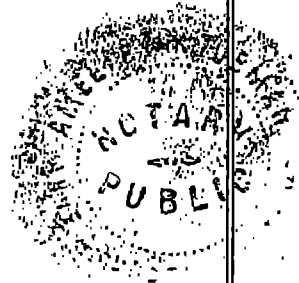
Fred. W. Kuethe  
Fred. W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of December, 1955; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association, of Anne Arundel County, a body corporate, and he made oath in due form of law that the foregoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman  
Amelia H. Tubman  
Notary Public



DEC 16 1955

Filed

JOHN DEMYAN, JR.  
Attorney-at-Law  
16 Grain Highway, S.W.  
Glen Burnie, Maryland.

## Mortgagees Sale

### OF VALUABLE FEE SIMPLE PROPERTY

All that parcel of ground at  
Earleigh Heights, Third Election  
District of Anne Arundel  
County, State of Maryland

UNDER and by virtue of the  
power of sale and authority con-  
tained in a Mortgage from George  
L. Moore and Roxie C. Moore, his  
wife, dated July 22, 1955 and re-  
corded among the Land Records of  
Anne Arundel County in Liber  
J.H.H. 950 Folio 585 (default hav-  
ing occurred thereunder), the un-  
dersigned Attorney named in the  
Mortgage, will sell at public auc-  
tion, at the Court House Door  
(Church Circle Entrance), Anna-  
polis, Maryland; on

Wednesday, January 18, 1956  
at 11:30 o'clock A.M.

ALL that parcel of ground, situ-  
ate, lying and being in Earleigh  
Heights, Third Election District  
of Anne Arundel County, State of  
Maryland; and described as fol-  
lows:

BEGINNING for the first there-  
of at a stone heretofore planted in  
the eighth or 97 perches line of  
the deed from the heirs of Nicho-  
laus Disney, Deceased, to Henry B.  
Myers dated February 18, 1881,  
said stone being at the Southeast  
corner of Thomas Foster's land;  
thence running with and bounding  
on said eighth or 97 perches line,  
as now corrected for variation,  
South 74 1/4° East 53 1/4 perches  
to the end of said line; thence on  
the ninth line of said deed South  
13° West 24 perches to a post on  
the Northwest side of a large

LIBER

97

PAGE

55

OFFICE OF

## THE STAR

*Equity # 11,597*

GLEN BURNIE, MD.,

January 13

19 56

THIS IS TO CERTIFY, that the annexed advertisement of

Mortgagees Sale of Valuable Fee Simple Property  
Third Election District.

was inserted in THE ANNE ARUNDEL STAR, a weekly news-

paper and published in Anne Arundel County, Maryland, once

a week for

four

successive weeks before the

13th day of January

19 56 ; that is to say,

the same was inserted in the issues of December 22, 29, 1955 -

January 5 and 12, 1956.

ESTATE OF

P. G. STROMBERG,

Publisher.

By

*George M. Rowley*

Filed JAN 18 1956

dead pine tree, thence leaving the outlines of the said deed and running North  $74\frac{1}{4}^{\circ}$  West 73 perches to a post on a hill; thence North  $1\frac{1}{4}^{\circ}$  East  $24\frac{1}{5}$  perches to a post in the aforesaid eighth or 97 perches line of said deed, thence binding thenceon South  $74\frac{1}{4}^{\circ}$  East  $19\frac{1}{2}$  perches to the place of beginning. Containing  $10\frac{1}{2}$  acres of land, more or less.

BEGINNING for the second thereof at the end of the seventh line of the property deeded to Frank H. Gerhardt by James Pumphrey and wife on April 10, 1908, recorded among the Land Records of Anne Arundel County in Liber G.W. 59, Folio 202, thence running and binding on the seventh, sixth, fifth, fourth and part of the third lines of said tract reversely and with a correction of 15 minutes as follows: North  $1^{\circ} 45'$  East 396 feet, North  $74^{\circ} 15'$  West 405.9 feet, South  $36\frac{3}{4}^{\circ}$  West 82.6 feet, South  $26\frac{1}{4}^{\circ}$  West 99 feet, South  $38\frac{1}{4}^{\circ}$  West 226.86 feet, thence leaving the outlines and running back across the above tract, South  $74^{\circ} 15'$  East 637 feet to the place of beginning. Containing 4.36 acres, more or less.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all that parcel of ground which has heretofore been conveyed unto Oscar Lammi and Helmi Lammi, his wife, by deed dated November 16, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 388, Folio 290.

BEING the same property which the said Mortgagors acquired from Axel Sankari and Amanda Sankari, his wife, by deed dated July 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 950, Folio 583.

IMPROVEMENTS: Frame Dwelling with outbuildings, including several large chicken houses.

TERMS OF SALE: A Cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

JOHN DEMYAN, JR.

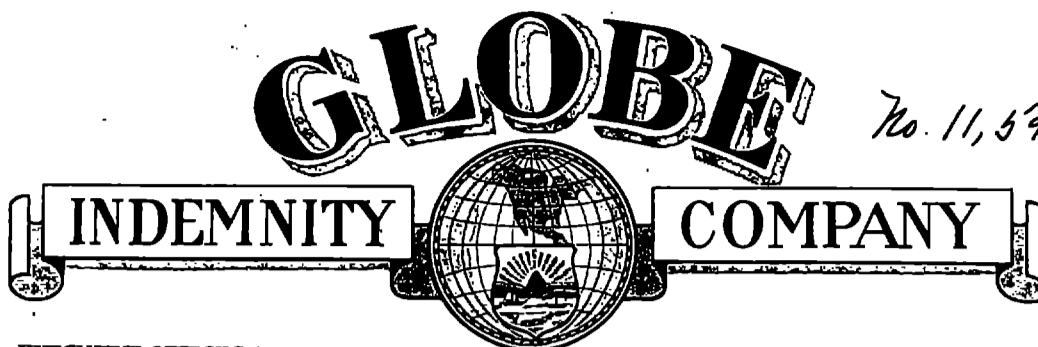
Attorney named in the

Mortgage

(GEORGE SCIBBE)

Auctioneer

To Jan. 12



No. 11,597 Equity

A STOCK COMPANY

## BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand (\$9,000.00) Dollars current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 18th day of January, 1956.

WHEREAS by virtue of a power of sale contained in a mortgage from George L. Moore and Roxie C. Moore, his wife, To The Glen Burnie Savings & Loan Assn. of Anne Arundel Co. bearing date on or about July 22, 1955, the said John Demyan, Jr. is authorized and empowered to make sale of the property described in said mortgage in case default should be made in the payment of the principal debt secured by said mortgage or in the interest therein in whole or in part; and Whereas, default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr. does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED

in the presence of

Margaret B. Handrix  
Margaret B. Handrix, as to all

John Demyan, Jr. (SEAL)  
John Demyan, Jr., PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV  
John H. Hopkins, IV, Attorney-in-fact  
SURETY

approved this 18 Jan, 1956.  
George T. Cromwell, Clerk

JAN 18 1956

Filed

**MORTGAGEES SALE**

OF

**VALUABLE FEE SIMPLE PROPERTY**

*All that parcel of ground at Earleigh Heights, Third Election District of Anne Arundel County, State of Maryland*

UNDER and by virtue of the power of sale and authority contained in a Mortgage from George L. Moore and Roxie C. Moore, his wife, dated July 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 950, Folio 585 (default having occurred thereunder), the undersigned Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland; on

WEDNESDAY, JANUARY 18, 1956

AT 11:30 O'CLOCK A.M.

ALL that parcel of ground, situate, lying and being in Earleigh Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the first thereof at a stone heretofore planted in the eighth or 97 perches line of the deed from the heirs of Nicholas Disney, Deceased, to Henry B. Myers dated February 18, 1881, said stone being at the Southeast corner of Thomas Foster's land; thence running with and bounding on said eighth or 97 perches line, as now corrected for variation, South  $74\frac{1}{4}^{\circ}$  East  $53\frac{1}{2}$  perches to the end of said line; thence on the ninth line of said deed South  $13^{\circ}$  West 24 perches to a post on the Northwest side of a large dead pine tree, thence leaving the outlines of the said deed and running North  $74\frac{1}{4}^{\circ}$  West 73 perches to a post on a hill; thence North  $1\frac{3}{4}^{\circ}$  East 24  $\frac{1}{5}$  perches to a post in the aforesaid eighth or 97 perches line of said deed, thence binding thereon South  $74\frac{1}{4}^{\circ}$  East  $19\frac{1}{2}$  perches to the place of beginning. Containing  $10\frac{1}{2}$  acres of land, more or less.

BEGINNING for the second thereof at the end of the seventh line of the property deeded to Frank H. Gerhardt by James Pumphrey and wife on April 10, 1908, recorded among the Land Records of Anne Arundel County in Liber G.W. 59, Folio 202, thence running and binding on the seventh, sixth, fifth, fourth and part of the third lines of said tract reversely and with a correction of 15 minutes as follows: North  $1^{\circ} 45'$  East 396 feet, North  $74^{\circ} 15'$  West 405.9 feet, South  $36\frac{3}{4}^{\circ}$  West 82.6 feet, South  $26\frac{1}{4}^{\circ}$  West 99 feet, South  $38\frac{1}{4}^{\circ}$  West 226.86 feet, thence leaving the outlines and running back across the above tract, South  $74^{\circ} 15'$  East 637 feet to the place of beginning. Containing 4.36 acres, more or less.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all that parcel of ground which has heretofore been conveyed unto Oscar Lammi and Helmi Lammi, his wife, by deed dated November 16, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 388, Folio 290.

BEING the same property which the said Mortgagors acquired from Axsel Sankari and Amanda Sankari, his wife, by deed dated July 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 950, Folio 583.

IMPROVEMENTS: Frame Dwelling with outbuildings, including several large chicken houses.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

JOHN DEMYAN, JR.

Attorney named in the Mortgage.

(GEORGE SCIBLE)  
Auctioneer

Filed JAN 18 1956

Annapolis Maryland

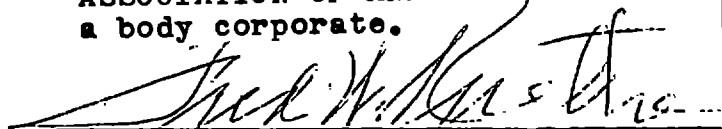
January 18th, 19<sup>56</sup>

THIS IS TO CERTIFY, that I have this 18th day of January, 19<sup>56</sup>,  
 sold the property described by said advertisement in the Third Election District  
 of Anne Arundel County, and more particularly described in a deed recorded among  
 the Land Records of Anne Arundel County in Liber J.H.H. 950, Folio 583, at and  
 for the sum of Eight Thousand -----  
 (\$ 8,000.00 ) Dollars, to Glen Burnie Savings & Loan  
Association of Anne Arundel County,  
 a body corporate, ~~as~~ it then and there being the highest bidder for  
 said property.

  
 George Scible - Auctioneer

I HEREBY CERTIFY, that I have this 18th day of January,  
 19<sup>56</sup>; purchased from John Denyan, Jr., Attorney named in the Mortgage, the  
 property situated in Earleigh Heights, Third Election District of Anne Arundel  
 County, State of Maryland, and more particularly described in a deed recorded  
 among the Land Records of Anne Arundel County in Liber J.H.H. 950, Folio 583;  
 at and for the sum of Eight Thousand -----  
 (\$ 8,000.00 ) Dollars, and do hereby agree to comply with the terms  
 of sale.

GLEN BURNIE SAVINGS & LOAN  
 ASSOCIATION OF ANNE ARUNDEL COUNTY,  
 a body corporate.

  
 Fred W. Kuethe, Secretary

Purchaser

Filed. JAN 18 1956

IN THE MATTER OF THE MORTGAGED \* IN THE CIRCUIT COURT FOR  
 REAL ESTATE OF GEORGE L. MOORE \* ANNE ARUNDEL COUNTY  
 and ROXIE C. MOORE, his wife \* NO. 11,597 EQUITY

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from George L. Moore and Roxie C. Moore, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated July 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 950, Folio 585; the said John Demyan, Jr., Attorney named in the Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by Advertisement in The Star, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described, at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland, Wednesday, January 18th, 1956, at 11:30 o'clock A.M. and then and there sold the said property to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate at and for the sum of Eight Thousand ----- (\$ 8,000.00-----) Dollars, being at that figure the highest bidder therefor, said property being the following:

ALL that parcel of ground, situate, lying and being at Earleigh Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the first thereof at a stone heretofore planted in the eights or 97 perch line of the deed from the heirs of Nicholas Disney, Deceased, to Henry B. Myers dated February 18, 1881, said stone being at the Southeast corner of Thomas Foster's land; thence running with and bounding on said eighty or 97 perches line, as now corrected for variation, South  $74\frac{1}{4}$  East  $53\frac{1}{2}$  perches to the end of said line; thence on the ninth line of said deed South  $13^{\circ}$  West 24 perches to a post on the Northwest side of a large dead pine tree, thence leaving the outlines of the said deed and running North  $74\frac{1}{4}$  West 73 perches to a post on a hill; thence North  $1\frac{3}{4}$  East 24  $\frac{1}{5}$  perches to a post in the aforesaid eighth or 97 perches

Filed JAN 18 1956

line of said deed, thence binding thereon South  $74\frac{1}{4}^{\circ}$  East  $19\frac{1}{2}$  perches to the place of beginning. Containing  $10\frac{1}{2}$  acres of land, more or less.

BEGINNING for the second thereof at the end of the seventh line of the property deeded to Frank H. Gerhardt by James Pumphrey and wife on April 10, 1908, recorded among the Land Records of Anne Arundel County in Liber G.W. 59, Folio 202, thence running and binding on the seventh, sixth, fifth, fourth and part of the third lines of said tract reversely and with a correction of 15 minutes as follows: North  $1^{\circ} 45'$  East 396 feet, North  $74^{\circ} 15'$  West 405.9 feet, South  $36\frac{3}{4}^{\circ}$  West 82.6 feet, South  $26\frac{1}{4}^{\circ}$  West 99 feet, South  $38\frac{1}{4}^{\circ}$  West 226.86 feet, thence leaving the outlines and running back across the above tract, South  $74^{\circ} 15'$  East 637 feet to the place of beginning. Containing 4.36 acres, more or less.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all that parcel of ground which has heretofore been conveyed unto Oscar Lammi and Helmi Lammi, his wife, by deed dated November 16, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 388, folio 290.

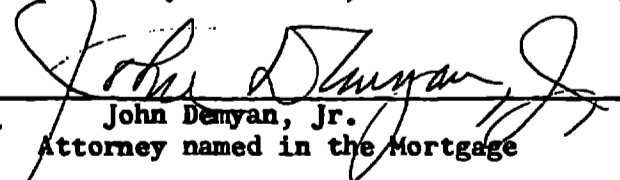
BEING the same property which the said Mortgagors acquired from Axsel Sankari and Amanda Sankari, his wife, by deed dated July 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 950, Folio 583.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale, and has also required the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

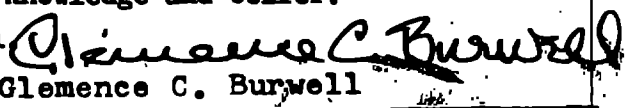
AND the said Attorney further states that the said sale was fairly made to the highest bidder, aforesaid.

Respectfully submitted,

  
John Demyan, Jr.  
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18 day of January, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal   
Glemence C. Burwell

Notary Public

In The Matter of The  
Mortgaged Real Estate of

~~XXXXX~~

George L. Moore and  
Roxie C. Moore, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,597

Equity

Ordered, this 1st day of March, 1956, That the sale of the property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the mortgage, ~~XXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of April next.

The report states that the amount of sale ~~was~~ <sup>was</sup> \$ 8,000.00.

George J. Cromwell Clerk.  
MAR 1 1956

True Copy,

Filed

TEST: Clerk.

(Final Order)

In the Matter of The  
Mortgaged Real Estate of

~~XXXXX~~

George L. Moore and  
Roxie C. Moore, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of April, 1956, that the sale made and reported by the ~~Attorney~~ <sup>Attorney</sup> aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson  
Judge

FILED

1956 APR 11 PM 3:53

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Order Nisi**IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,597 EquityIn The Matter Of The Mortgaged Real  
Estate Of GEORGE L. MOORE And  
ROXIE C. MOORE, His Wife.Ordered, this 1st day of March, 1956,  
That the sale of the property in these  
proceedings mentioned, made and re-  
ported by John Demyan, Jr., Attorney  
named in the mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to  
the contrary thereof be shown on or  
before the 9th day of April next; Pro-  
vided, a copy of this Order be inserted  
in some newspaper published in Anne  
Arundel County, once in each of three  
successive weeks before the 9th day of  
April next.The report states that the amount of  
sale was \$8,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-29

**CERTIFICATE OF PUBLICATION**Annapolis, Md., April 2, 1956

We hereby certify, that the annexed

Order Nisi Sale.Eq. 11, 597.George L. Moore

was published in

**Maryland Gazette**a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4successive weeks before the 9thday of April, 1956. The firstinsertion being made the 8th day ofMarch, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**FILED**No. 1956 4373 APR 11 PM 2:29

IN THE MATTER OF THE MORTGAGED  
REAL ESTATE OF GEORGE L. MOORE  
and ROXIE C. MOORE, his wife

vs.

IN THE CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

NO. 11,597 EQUITY

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Fred. W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association of Anne Arundel County, - - - - - and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~their~~) knowledge, information and belief

(1) said defendant <sup>are</sup> ~~is~~ not in the military service of the United States,

(2) said defendant <sup>are</sup> ~~is~~ not in the military service of any nation allied

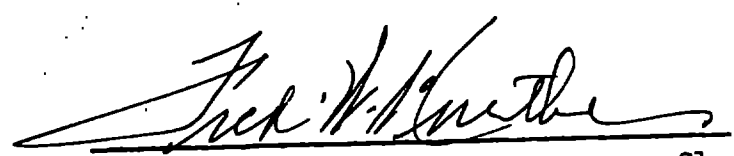
with the United States,

(3) said defendant <sup>have</sup> ~~has~~ not been ordered to report for induction under the

Selective Training and Service Act of 1940 as amended,

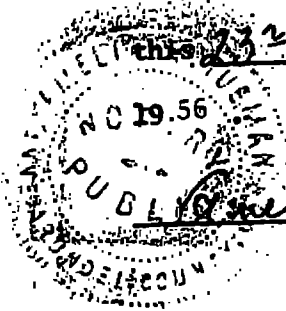
(4) said defendant <sup>are</sup> ~~is~~ not a member of the Enlisted Reserve Corps who has

been ordered to report for military service,



Fred. W. Kuethe - Secretary - Glen Burnie Savings and Loan Association of A.A.Co.  
Affiant

Subscribed and sworn to before me  
this 23<sup>rd</sup> day of January,



Amelia H. Tubman

Notary Public

**FILED**  
1956 APR 26 PM 3:17

15

In the Case of

In the Matter of the  
Mortgaged Real Estate  
of ~~XXX~~  
George L. Moore  
and  
Roxie C. Moore, his wife

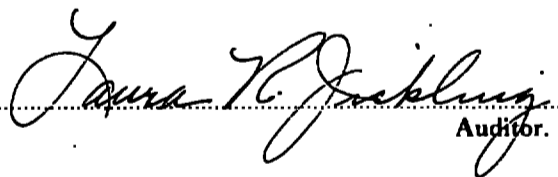
In the  
Circuit Court  
For  
Anne Arundel County  
No. 11,597 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 9, 1956

All of which is respectfully submitted.

  
Auditor.

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of George L. Moore  
and Roxie C. Moore, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	273	16	323	16
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	13	50	53	25
To Attorney for Expenses, viz:				
The Star - advertising sale	64	00		
The Star - order nisi (sale)	6	00		
The Star - order nisi (account)	6	00		
Capital-Gazette Press - second order				
nisi on sale	8	00		
The Barrett Printing Co. - handbills	16	83		
George W. Scible - auctioneer's fee	35	00		
Globe Indemnity Co. - bond premium	36	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Amelia H. Tubman - notary fee		50		
Clemence C. Burwell - notary fee		50	181	63
To Attorney for Taxes, viz:				
1956 State and County taxes (\$47.75)-adj.	2	35	2	35
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	7,544	86	7,544	86
			8,105	25
Amount of mortgage claim filed	8,046	10		
Cr. Amount allowed above	7,544	86		
Balance subject to decree in personam	501	24		

with

John Demyan, Jr., Attorney named in Mortgage

Cr.

1956

Jan.

18

Proceeds of Sale

8,000 00

Interest on deferred payment of

\$7,500.00 to 4/12/56

105 25

8,105 25

8,105 25

LIBER 97 PAGE 68

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

No. 11,597

**Equity.**

ORDERED, This 16th day of May, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of June next.

.....day of.....June  
Filed 16/may/1956

next.  
George T. Cromwell

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 18<sup>th</sup> day of July, 1956, that the  
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
to the contrary having been shown, and that the ~~proceeds~~ proceeds apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

July 19, 1956, that the  
hereby finally ratified and confirmed, no cause  
the proceeds accordingly with a due proportion  
Benjamin Nicholas  
Judge

**FILED**

1956 JUL 10 PM 3:56

19

Published by  
**THE CAPITAL-GAZETTE PRESS, INC.**

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 20, 1956

We hereby certify, that the annexed

Order Nisi E.g. 11.597  
Auditor account

George L. Moore

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 3

successive weeks before the 25th

day of June, 1956. The first  
insertion being made the 24th day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,597 EQUITY

In the Matter of the Mortgaged  
Real Estate of

GEORGE L. MOORE and  
ROXIE C. MOORE, his wife.

Ordered, this 16th day of May, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 25th  
day of June next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 25th day of June next.  
GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

ju-7

**FILED**

No. M.G. 1956 JUL 18 AM 9:42

20

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF GUY L. MAY and .	*	ANNE ARUNDEL COUNTY
GLENNA F. MAY, his wife.	*	NO. <u>11,598</u> EQUITY

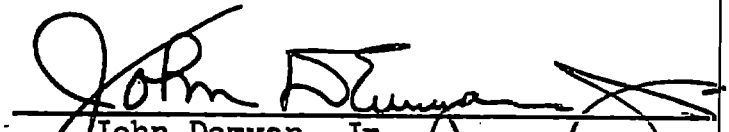
\*\*\*\*\*

ORDER TO DOCKET SUIT

\*\*\*\*\*

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

  
John Demyan, Jr.  
Attorney named in the Mortgage

Filed DEC 16 1955

## PURCHASE MONEY

**This Mortgage,** Made this 15<sup>th</sup> day of September, 1954.

by and between Guy L. May and Glenna F. May, his wife - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -33- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$ 3,300.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots No. 22, 23, 24 and 25 in Block 27, as shown on the Plat of Herald Harbor on the Severn, Section C, recorded among the Land Records of Anne Arundel County in Plat Book 4, Folio 17.

BEING ALSO the same property which the said Mortgagors acquired from Joseph B. Leverone and Zelpha B. Leverone, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads; alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of \$ 16.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of \$ 16.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

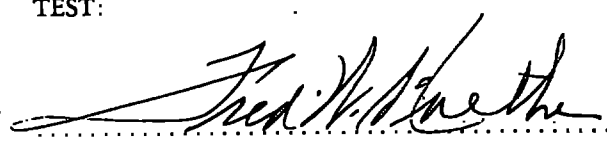
AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

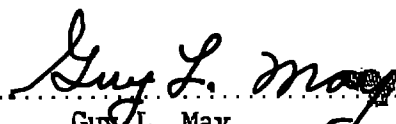
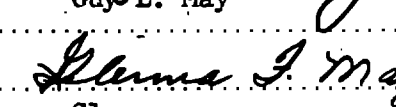
AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least \$ 3,300.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

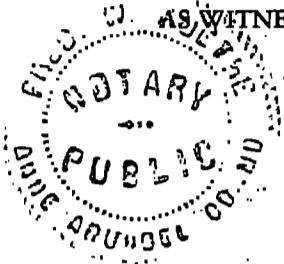
  
Fred W. Kuethe

 (SEAL)  
Guy L. May (SEAL)  
 (SEAL)  
Glenna F. May (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15<sup>th</sup> day of September, 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Guy L. May and Glenna F. May, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



*Fred W. Kuethe*  
 Fred. W. Kuethe Notary Public.

Recorded-17th-Sept-1954-at-9-A.M.

PURCHASE MONEY

**Mortgage**

FROM

GUY L. MAY and  
 GLENN F. MAY, his wife

TO THE

GLEN BURNIE  
 SAVINGS AND LOAN ASSOCIATION  
 Of Anne Arundel County.

MORTGAGE ACCOUNT NO.

Received for Record 17<sup>th</sup> Sept Day  
of Sept. 1954 at 9 A.M.  
 and the same day recorded in Liber  
J. H. H., No. 864 fol. 119, Land  
 Records of Anne Arundel County.

JOHN H. HOPKINS, Clerk

LAW OFFICE

JOHN DEMYAN, JR.

ANNAPOLIS — GLEN BURNIE  
 MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION  
 OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary.

By

President.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF GUY L. MAY and	*	ANNE ARUNDEL COUNTY
GLENNA F. MAY, his wife.	*	NO. <u>11,598</u> EQUITY

\*\*\*\*\*

STATEMENT OF CLAIM

\*\*\*\*\*

Advanced to Mortgage Loan		\$ 3,300.00
Interest from July 31, 1955 to		
December 31, 1955	\$ 82.50	
Late Fines from August 31, 1955		
to December 31, 1955	<u>26.40</u>	<u>108.90</u>
		\$ 3,408.90
Paid on Account, to date		<u>43.97</u>
Total Amount due under the Mortgage		\$ 3,364.93

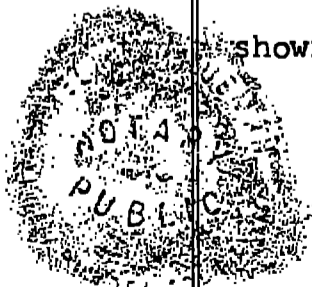
GLEN BURNIE SAVINGS AND LOAN ASSOCIATION  
OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred W. Kuethe  
Fred W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of December, 1955;  
before me, the subscriber, a Notary Public of the State and County  
aforesaid, personally appeared Fred W. Kuethe, Secretary of The  
Glen Burnie Savings and Loan Association of Anne Arundel County,  
a body corporate, and he made oath in due form of law that the  
foregoing Statement of Claim or Account is true and correct as  
shown on the books of the Association.

WITNESS my hand and Notarial Seal.



Amelia H. Tubman  
Amelia H. Tubman - Notary Public

Filed DEC 16 1955

JOHN DEMYAN, Jr.  
Attorney-at-Law  
16 Crain Highway, S.W.  
Glen Burnie, Maryland

## Mortgagee Sale

OF  
VALUABLE

### EE SIMPLE PROPERTY

All those lots of ground in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland

Under and by virtue of the power of sale and authority contained in a Mortgage from Guy L. May and Glenna F. May, his wife, dated September 16, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, Folio 119. (default having occurred thereunder), the undersigned Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland, on

**Wednesday, January 18, 1956**  
at 11 o'clock A.M.

ALL those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 22, 23, 24 and 25 in Block 27, as shown on the Plat of Herald Harbor, on the Severn, Section C, recorded among the Land Records of Anne Arundel County in Plat Book 4, Folio 17.

BEING ALSO the same property which the said Mortgagors acquired from Joseph B. Leyerone and Zephia B. Leyerone, his wife, by deed dated September 16, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, Folio 117.

IMPROVEMENTS: Frame Dwelling

TERMS OF SALE: A cash deposit of \$300.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale, to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

JOHN DEMYAN, Jr.  
Attorney named in Mortgage.  
(George Seible)  
Auctioneer.

To Jan. 12

LIBER 97 PAGE 76  
OFFICE OF

## THE STAR

GLEN BURNIE, MD.,

January 13

19 56

THIS IS TO CERTIFY, that the annexed advertisement of  
Mortgagee Sale of Valuable Fee Simple Property

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once

a week for four successive weeks before the

13th day of January 1956 ; that is to say,

the same was inserted in the issues of December 22, 29, 1955,  
and January 5 and 12, 1956.

ESTATE OF

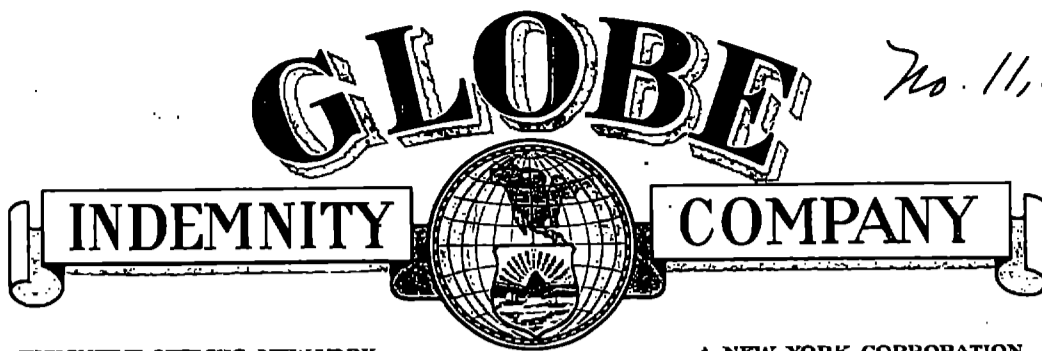
P. G. STROMBERG,

Publisher.

By

*Georg M. Rowley*

Filed JAN 18 1956



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

## BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand (\$4,000.00)----- Dollars current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 18th day of January, 1956.

WHEREAS by virtue of a power of sale contained in a mortgage from Guy L. May and Glenna F. May, his wife, To The Glen Burnie Savings & Loan Assn. of Anne Arundel Co. bearing date on or about September 15, 1954, the said John Demyan, Jr. is authorized and empowered to make sale of the property described in said mortgage in case default should be made in the payment of the principal debt secured by said mortgage or in the interest therein in whole or in part; and Whereas, default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr. does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED

in the presence of

*Margaret B. Hendrix*  
Margaret B. Hendrix, as to all

*John Demyan, Jr.* (SEAL)  
John Demyan, Jr., PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By *John H. Hopkins, IV*  
John H. Hopkins, IV, Attorney-in-fact  
SURETY

*approved this 18 Jan, 1956*  
*George T. Cromwell, Clerk*

Filed

JAN 18 1956

Attorney-at-Law  
16 CRAIN HIGHWAY, S.W.  
GLEN BURNIE, MARYLAND

## MORTGAGEE SALE

OF

### VALUABLE FEE SIMPLE PROPERTY

*All those lots of ground in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland*

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Guy L. May and Glenna F. May, his wife, dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, Folio 119, (default having occurred thereunder), the undersigned Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland; on

WEDNESDAY, JANUARY 18, 1956

AT 11 O'CLOCK A.M.

ALL those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 22, 23, 24 and 25 in Block 27, as shown on the Plat of Herald Harbor, on the Severn, Section C, recorded among the Land Records of Anne Arundel County in Plat Book 4, Folio 17.

BEING ALSO the same property which the said Mortgagors acquired from Joseph B. Leverone and Zelpha B. Leverone, his wife, by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, Folio 117.

IMPROVEMENTS: Frame Dwelling.

TERMS OF SALE: A cash deposit of \$300.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

JOHN DEMYAN, JR.  
Attorney named in Mortgage.

(George Scible)  
Auctioneer.

Filed JAN 18 1956

To Jan. 12

Annapolis, Maryland

January 18th, 1956

THIS IS TO CERTIFY, that I have this 18th day of January, 1956, sold the property described by said advertisement in the Second Election District of Anne Arundel County, and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, Folio 117, at and for the sum of Three Thousand ----- (\$ 3,000.00 ) Dollars, to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate -----, ~~be~~ it then and there being the highest bidder for said property.

George W. Scible  
George W. Scible - Auctioneer

I HEREBY CERTIFY, that I have this 18th day of January, 1956; purchased from John Demyan, Jr., Attorney named in the Mortgage, the property situated in Herald Harbor, Second Election District of Anne Arundel County, and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, Folio 117, at and for the sum of Three Thousand-----, (\$ 3,000.00----) Dollars, and do hereby agree to comply with the terms of sale.

Fred W. Kuethe  
Fred W. Kuethe, Secretary

Purchaser

Filed JAN 18 1956

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF GUY L. MAY and	*	ANNE ARUNDEL COUNTY
GLENNA F. MAY, his wife.	*	NO. <u>11,598</u> EQUITY

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Guy L. May and Glenna F. May, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 119; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by Advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described, at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland, January 18th, 1956, at 11 o'clock A.M. and then and there sold the said property to GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate at and for the sum of Three Thousand Dollars----- (\$ 3,000.00 ), being at that figure the highest bidder therefor, said property being the following:

ALL those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 22, 23, 24 and 25 in Block 27, as shown on the Plat of Herald Harbor on the Severn, Section C, recorded among the Land Records of Anne Arundel County in Plat Book

Filed \_\_\_\_\_

4, Folio 17.

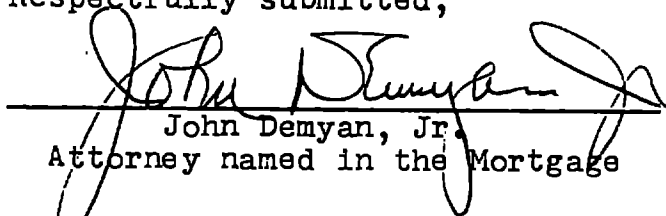
BEING ALSO the same property which the said Mortgagors acquired from Joseph B. Leverone and Zelpha B. Leverone, his wife, by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, Folio 117.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale, and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of \$300.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder, aforesaid.

Respectfully submitted,

  
John Demyan, Jr.  
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18 day of January 1956; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

  
Clemence C. Burwell

Notary Public



In The Matter Of The  
Mortgaged Real Estate Of

XXXXX

Guy L. May and  
Glenna F. May, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,598 Equity

Ordered, this 1st day of March, 1956, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by John Demyan, Jr., Attorney named in the Mortgage,  
XXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th  
day of April next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 9th  
day of April next.

The report states that the amount of sales was  
XXXXX \$ 3,000.00

George J. Cromwell Clerk.

True Copy.

Filed MAR 1 1956

TEST: George T. Cromwell Clerk.

(Final Order)

In The Matter Of The  
Mortgaged Real Estate Of

XXXXX

Guy L. May and  
Glenna F. May, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of April, 1956,  
that the sale made and reported by the ~~Attorney~~ aforesaid, be and the same is hereby Ratified and Confirmed  
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order  
Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

FILED

1956 APR 11 PM 3:53

Benjamin H. Richardson  
Judge

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Order Nisi**

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,598 Equity

In The Matter Of The Mortgaged Real  
Estate Of GUY L. MAY And  
GLENN F. MAY, His Wife.

Ordered, this 1st day of March, 1956,  
That the sale of the Property in these  
Proceedings mentioned, made and re-  
ported by John Demyan, Jr., Attorney  
named in the Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or be-  
fore the 9th day of April next; Pro-  
vided, a copy of this Order be inserted  
in some newspaper published in Anne  
Arundel County, once in each of three  
successive weeks before the 9th day of  
April next.

The report states that the amount of  
sale was \$3,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-29

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., April 2, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,598

Guy L. May

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 9th

day of April, 1956. The first

insertion being made the 8th day of

March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

**FILED**

1956 APR 11 PM 2:29

No. M.G. 4374

IN THE MATTER OF THE MORTGAGED  
REAL ESTATE OF GUY L. MAY and  
GLENN F. MAY, his wife

vs.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,598 EQUITY

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) knowledge, information and belief

(1) said defendant <sup>are</sup> ~~is~~ not in the military service of the United States,

(2) said defendant <sup>are</sup> ~~is~~ not in the military service of any nation allied with the United States,

(3) said defendant <sup>have</sup> ~~has~~ not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant <sup>have</sup> ~~is~~ not a member of the Enlisted Reserve Corps who has been ordered to report for military service,

*Fred. W. Kuethe*

Fred. W. Kuethe - Secretary - Glen Burnie Savings and Loan Association of A.A.Co.  
Affiant

Subscribed and sworn to before me

this 23<sup>rd</sup> day of January,

*Amelia H. Tubman*

Notary Public

FILED  
1956 APR 26 PM 3:17

**In the Case of**

In the Matter of the  
Mortgaged Real Estate  
of ~~xxx~~  
Guy L. May  
and  
Glenna E. May, his wife

**In the  
Circuit Court**

**For**

**Anne Arundel County**

No. 11,598

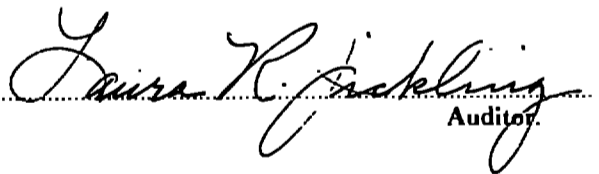
Equity

**To the Honorable, the Judges of said Court:**

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 9, 1956

All of which is respectfully submitted.

  
Auditor

Dr.

In the Matter of the Mortgaged Real Estate of Guy L. May and  
Glenna F. May, his wife

in ac.

To Attorney for fee, viz:	50	00		
To Attorney for Commissions, viz:	121	15	171	15
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	13	50	53	25
To Attorney for Expenses, viz:				
The Star - advertising sale	36	00		
The Star - order nisi (sale)	6	00		
The Star - order nisi ( account)	6	00		
Capital-Gazette Press - second order	8	00		
nisi on sale	12	75		
The Barrett Printing Co. - handbills	16	00		
Globe Indemnity Co. - bond premium	30	00		
George W. Scible - auctioneer's fee	1	15		
One-half Federal documentary stamps	1	15		
One-half State documentary stamps	50			
Amelia H. Tubman - notary fee	50		118	05
Clemence C. Burwell - notary fee				
To Attorney for Taxes, viz:				
1955 State and County taxes	40	65		
1956 State and County taxes (\$41.73-adj)	2	05	42	70
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	2,653	10	2,653	10
			3,038	25
Amount of mortgage claim filed	3,364	93		
Cr. Amount allowed above	3,038	25		
Balance subject to decree in personam	326	68		

with John Demyan, Jr., Attorney named in Mortgage

Cr.

1956

Jan.

18

Proceeds of Sale

3,000 00

.Interest on deferred payment of  
\$2,700 to 4/12/56

38 25

3,038 25

3,038 25

ORDER NISI

LIBER

97 PAGE 88

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged  
Real Estate  
VERSUS  
of  
Guy L. May  
and  
Glenna F. May, his wife

No. 11,598

Equity.

ORDERED, This 16th day of May, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th  
day of June next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
25th day of June next.

filed 16/may/1956

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of July, 1956, that the  
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
to the contrary having been shown, and that the proceeds apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

Benjamin H. Michaels  
Judge

FILED

1956 JUL 18 PM 3:56

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,508 EQUITY

In the Matter of the Mortgaged  
Real Estate of  
GUY L. MAY and

GLENN F. MAY, his wife.

Ordered, this 16th day of May, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 25th  
day of June next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 25th day of June next.  
GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

ju-7

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,598  
Auditor Account

Guy L. May

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 3

successive weeks before the 25th

day of June, 1956. The first

insertion being made the 24th day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. M.G. 1956 JUL 18 AM 9:42

26

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE RIGHT COMPANY, INC.,	*	ANNE ARUNDEL COUNTY
a body corporate.	*	NO. <u>11,599</u> EQUITY

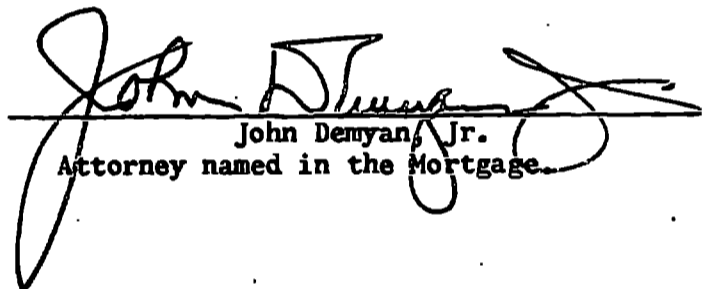
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ORDER TO DOCKET SUIT

\*\*\*\*\*

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

  
John Demyan, Jr.  
Attorney named in the Mortgage.

DEC 16 1955

Filed \_\_\_\_\_

Purchase

This Mortgage, Made this 21<sup>st</sup> day of June, 19 55.

by and between The Right Company, Inc., a body corporate - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C ☐ GI as herein indicated, and being the holder of -81- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$ 8,100.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

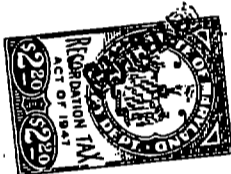
WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all that lot of ground, situate, lying and being in Riviera Isle, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a point on the Northeast side of the Riviera Beach to Fort Smallwood State Road, said point being at the end of the North 32° 30' West, 307.88 foot line of the conveyance from Ella G. Kane to Riviera Isle, Inc. by deed dated June 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 840, folio 59; and running from said beginning point with the Northeast side of said road, North 28° 47' 30" West, 57.93 feet; thence leaving said road at right angles, North 61° 12' 30" East, 166.95 feet to a point; thence South 32° 01' 30" East, 89.85 feet to a corner in the outlines of said conveyance, and South 57° 46' West, 169.61 feet to the Northeast side of Fort Smallwood Road; thence with the same, North 32 30' West 42.07 feet to the place of beginning.

TO BE KNOWN as Lot 41, Riviera Isle, and reserving a five foot widening strip to be added to the State Road, at the request of the Planning and Zoning Commission of Anne Arundel County; and as described by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in May, 1955.

BEING the same property which the said Mortgagors acquired from Riviera Isle, Inc., a body corporate, by deed dated the 21<sup>st</sup> day of June, 1955; and intended to be recorded immediately prior hereto.

DEC 16 1955  
Filed



AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of \$ 33.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of \$ 40.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least \$ 8,100.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

The Right Company, Inc., a body corporate

Fred. W. Kueth

BY: *Edward R. Horne* (SEAL)

Edward R. Horne, President (SEAL)

(SEAL)

(SEAL)



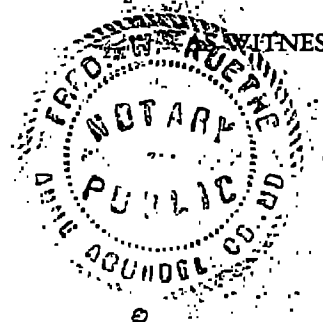
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of June, 19 55, before me, the

subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Edward R. Horwitz, President of The Right Company, Inc., a body corporate - - - - and acknowledged the foregoing mortgage to be his act and deed, and he personally appeared the act and deed of said body corporate; and that he is duly authorized to act and execute the same; and at the same time also appeared Joseph D. Groh - - President of THE GLEN BURNIE

SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the foregoing mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



*Fred W. Kuethe*  
Fred. W. Kuethe Notary Public.

Recorded- 27th June, 1955, at 2:25 P.M.

21st

Mortgage

FROM

THE RIGHT COMPANY, INC.  
a body corporate

TO THE

GLEN BURNIE  
SAVINGS AND LOAN ASSOCIATION  
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3292

Received for Record  
of June 19 55, at 2:25 P.M.  
and the same day recorded in Liber  
J.H.H. No. 13, Vol. 583  
Records of Anne Arundel County

JOHN H. HOPKINS, 3rd  
Clerk

LAW OFFICE

JOHN DEMYAN, JR.

ANNAPOLIS — GLEN BURNIE  
MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST: THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION  
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary.

By

President.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE RIGHT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
a body corporate.	*	NO. <u>11,599</u> EQUITY

\*\*\*\*\*

STATEMENT OF CLAIM

\*\*\*\*\*

Advanced to Mortgage Loan		\$ 8,100.00
Plus: Insurance		<u>33.21</u>
		\$ 8,133.21
Interest from July 31, 1955 to		
December 31, 1955	\$ 205.00	
Late Fines from August 31, 1955		
to December 31, 1955	<u>65.60</u>	<u>270.60</u>
TOTAL due under the Mortgage		\$ 8,403.81

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF  
ANNE ARUNDEL COUNTY, a body corporate

BY

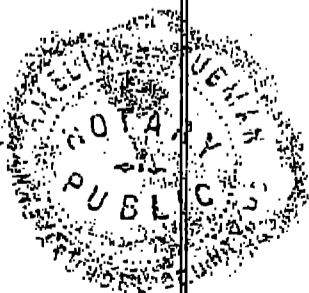
Fred. W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, towit:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of December, 1955; before me,  
the subscriber, a Notary Public of the State and County aforesaid, personally  
appeared Fred. W. Kuethe, Secretary of The Glen Burnie Savings and Loan Associa-  
tion of Anne Arundel County, a body corporate, and he made oath in due form of  
law that the foregoing Statement of Claim or Account is true and correct as  
shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman  
Amelia H. Tubman-Notary Public



DEC 16 1955  
Filed \_\_\_\_\_

*Equity #11,599*

THE STAR

GLEN BURNIE, MD., January 13 19 56

THIS IS TO CERTIFY, that the annexed advertisement of  
Mortgage Sale of Valuable Fee Simple Property  
was inserted in THE ANNE ARUNDEL STAR, a weekly news-  
paper and published in Anne Arundel County, Maryland, once  
a week for four successive weeks before the  
13 day of January 19 56 ; that is to say,  
the same was inserted in the issues of December 22 and 29, 1955,  
and January 5 and 12, 1956.

ESTATE OF  
P. G. STROMBERG,  
Publisher.

By *George M. Rowley*

Filed JAN 18 1956

JOHN DEMYAN, Jr.  
Attorney-at-Law  
16 Crain Highway, S.W.  
Glen Burnie, Maryland

**Mortgage Sale**  
OF  
**VALUABLE**

**FEE SIMPLE PROPERTY**

ALL that lot of ground at Riviera  
Isle, Third Election District of  
Anne Arundel County,  
State of Maryland

UNDER and by virtue of the  
power of sale and authority con-  
tained in a Mortgage from The  
Right Company, Inc., a body cor-  
porate, dated June 21, 1955, and  
recorded among the Land Records  
of Anne Arundel County in Liber  
J.H.H. 939, Folio 585, (default  
having occurred thereunder), the  
undersigned Attorney named in the  
Mortgage, will sell at public auc-  
tion, at the Court House Door  
(Church Circle Entrance), Anna-  
polis, Maryland; on

**Wednesday, January 18, 1956**  
at 10:30 o'clock A.M.

ALL that lot of ground; situate,  
lying and being, in Riviera Isle,  
Third Election District of Anne  
Arundel County, State of Maryland;  
and described as follows:

BEGINNING for the same at a  
point on the Northeast side of the  
Riviera Beach to Fort Smallwood  
State Road, said point being at the  
end of the North 32° 30' West,  
307.88 foot line of the conveyance  
from Ella G. Kane to Riviera Isle,  
Inc. by deed dated June 15, 1954,  
and recorded among the Land  
Records of Anne Arundel County  
in Liber J.H.H. 840, folio 59; and  
running from said beginning point  
with the Northeast side of said  
road, North 28° 47' 30" West 57.93  
feet; thence leaving said road at  
right angles, North 61° 12' 30"  
East, 166.95 feet to a point; thence  
South 32° 01' 30" East, 89.85 feet  
to a corner in the outlines of said  
conveyance, and South 57° 46'  
West 169.61 feet to the Northeast  
side of Fort Smallwood Road;  
thence with the same, North 32°  
30' West 42.07 feet to the place of  
beginning.

TO BE KNOWN as Lot 41,  
Riviera Isle, and reserving a five  
foot widening strip to be added to  
the State Road, at the request of  
the Planning and Zoning Commis-  
sion of Anne Arundel County; and  
as described by J. R. McCrone, Jr.,  
Inc., Registered Engineers and  
Land Surveyors, in May, 1955.

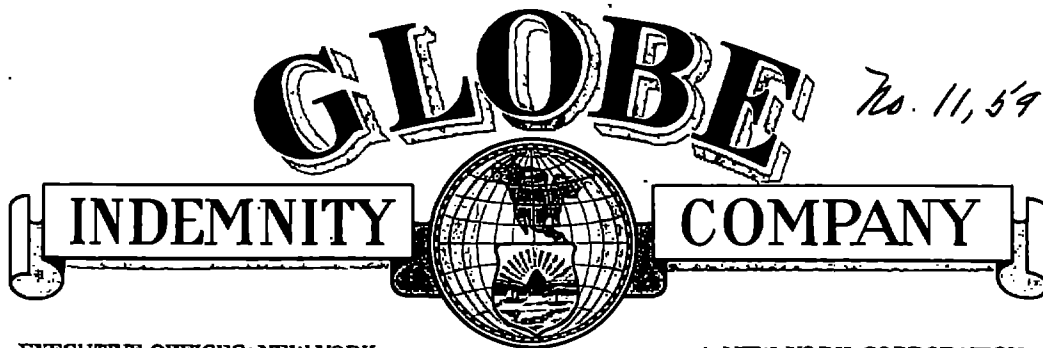
BEING the same property which  
the said Mortgagors acquired from  
Riviera Isle, Inc., a body corporate,  
by deed dated June 21, 1955, and  
recorded among the Land Records  
of Anne Arundel County in Liber  
J.H.H. 939, Folio 583.

IMPROVEMENTS: Frame and  
Brick Dwelling

TERMS OF SALE: A cash de-  
posit of \$500.00 will be required  
of the purchaser at the time and  
place of sale, balance of purchase  
money upon final ratification of  
sale by the Circuit Court for Anne  
Arundel County, and to bear inter-  
est at 6% from the date of sale to  
date of settlement. Taxes and all  
other expenses, including sanitary  
district charges, if any, and all  
other assessments shall be adjust-  
ed to date of sale.

JOHN DEMYAN, Jr.  
Attorney named in Mortgage.  
(George, Seible)  
Auctioneer.

To Jan. 12



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

## B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand Dollars (\$9,000.00)----- Dollars current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 18th day of January, 1956.

WHEREAS by virtue of a power of sale contained in a mortgage from The Right Company, Inc., a body corporate, To The Glen Burnie Savings & Loan Assn. of Anne Arundel Co. bearing date on or about June 21, 1955, the said John Demyan, Jr. is authorized and empowered to make sale of the property described in said mortgage in case default should be made in the payment of the principal debt secured by said mortgage or in the interest therein in whole or in part; and Whereas, default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr. does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED

in the presence of

Margaret B. Hendrix  
Margaret B. Hendrix, as to all

John Demyan, Jr. (SEAL)  
John Demyan, Jr., PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV  
John H. Hopkins, IV, Attorney-in-fact,  
SURETY

Approved this 18 Jan., 1956  
George T. Cromwell, Clerk

Filed JAN 18 1956

Attorney-at-Law  
16 CRAIN HIGHWAY, S.W.  
GLEN BURNIE, MARYLAND

## MORTGAGE SALE

OF

### VALUABLE FEE SIMPLE PROPERTY

*ALL that lot of ground at Riviera Isle, Third Election District of Anne Arundel County, State of Maryland*

UNDER and by virtue of the power of sale and authority contained in a Mortgage from The Right Company, Inc., a body corporate, dated June 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 939, Folio 585, (default having occurred thereunder), the undersigned Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland; on

WEDNESDAY, JANUARY 18, 1956  
AT 10:30 o'clock A.M.

ALL that lot of ground, situate, lying and being in Riviera Isle, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a point on the Northeast side of the Riviera Beach to Fort Smallwood State Road, said point being at the end of the North 32° 30' West, 307.88 foot line of the conveyance from Ella G. Kane to Riviera Isle, Inc. by deed dated June 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 820, folio 59; and running from said beginning point with the Northeast side of said road, North 28° 47' 30" West 57.93 feet; thence leaving said road at right angles, North 61° 12' 30" East, 166.95 feet to a point; thence South 32° 01' 30" East, 89.85 feet to a corner in the outlines of said conveyance, and South 57° 46' West 169.61 feet to the Northeast side of Fort Smallwood Road; thence with the same, North 32° 30' West 42.07 feet to the place of beginning.

TO BE KNOWN as Lot 41, Riviera Isle, and reserving a five foot widening strip to be added to the State Road, at the request of the Planning and Zoning Commission of Anne Arundel County; and as described by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in May, 1955.

BEING the same property which the said Mortgagors acquired from Riviera Isle, Inc., a body corporate, by deed dated June 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 939, Folio 583.

IMPROVEMENTS: Frame and Brick Dwelling.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

JOHN DEMYAN, JR.  
Attorney named in Mortgage.

(George Scible)  
Auctioneer.

To Jan. 12

9  
Filed JAN 18 1956

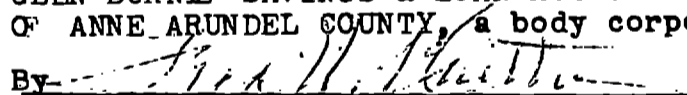
Annapolis, Maryland

January 18th, 1956.

THIS IS TO CERTIFY, that I have this day the 18<sup>th</sup> day of January, 1956, sold the property described by said advertisement in the Third Election District of Anne Arundel County, and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 939, Folio 583, at and for the sum of Eighty Five Hundred----- (\$ 8,500.00 ) Dollars, to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate and there being the highest bidder for said property.

  
George Scible - Auctioneer

I HEREBY CERTIFY, that I have this day, the 18<sup>th</sup> day of January, 1956, purchased from John Demyan, Jr., Attorney named in the Mortgage, the property situated at Riviera Isle, Third Election District of Anne Arundel County, and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 939, Folio 583, at and for the sum of Eighty Five Hundred----- (\$ 8,500.00 ) Dollars, and do hereby agree to comply with the terms of sale.

GLEN BURNIE SAVINGS & LOAN ASSOCIATION  
OF ANNE ARUNDEL COUNTY, a body corporate  
By   
Fred W. Kuethe, Secretary

Purchaser

JAN 18 1956  
Filed

IN THE MATTER OF THE \* IN THE CIRCUIT COURT  
MORTGAGED REAL ESTATE OF \* FOR  
THE RIGHT COMPANY, INC. \* ANNE ARUNDEL COUNTY  
a body corporate \* NO. 11,599 EQUITY

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from The Right Company, Inc., a body corporate, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated June 21st, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 939, Folio 585; the said John Demyan, Jr., Attorney named in the Mortgage afore-said, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by Advertisement in the Star, a newspaper published in Anna Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided offered the property in said Mortgage described, at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland, Wednesday, January 18th, 1956, at 10:30 o'clock A.M. and then and there sold the property to

\*\*\*\*\*GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate\*\*\*\*\*

AT AND FOR THE SUM OF EIGHTY FIVE HUNDRED\*\*\*\*\*

(\$ 8,500.00-----) Dollars, being at that figure the highest bidder therefor, said property being as follows:

BEGINNING for the same at a point on the Northeast side of the Riviera Beach to Fort Smallwood State Road, said point being at the end of the North 32° 30' West, 307.88 foot line of the conveyance from Ella G. Kane to Riviera Isle, Inc., by Deed dated June 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 840, Folio 59; and running from said beginning point with the Northeast side of said road, North 28° 47' 30" West, 57.93 feet; thence leaving said road at right angles North 61° 12' 30" East, 166.95 feet to a point; thence South 32° 01' 30" East, 89.85 feet to a corner in the outlines of conveyance, and South 57° 46' West 169.61 feet to the Northeast side of Fort Smallwood Road; thence with the same, North 32° 30' West 42.07 feet to the place of beginning.

TO BE KNOWN as Lot 41, Riviera Isle, and reserving a five foot widening strip to be added to the State Road, at the request of the Planning and Zoning Commission of Anne Arundel County; and as described by J.R.McCrone, Jr., Inc., Registered Engineers and Land

FILED JAN 18 1956

Surveyors, in May, 1955.

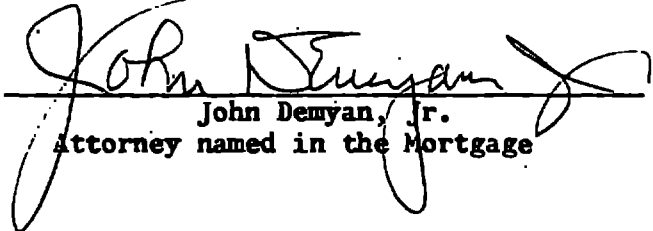
BEING the same property which the said Mortgagor acquired from Riviera Isle, Inc., a body corporate, by deed dated June 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 939, Folio 583.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale, and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A Cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder, aforesaid.

Respectfully submitted,

  
John Demyan, Jr.  
Attorney named in the Mortgage

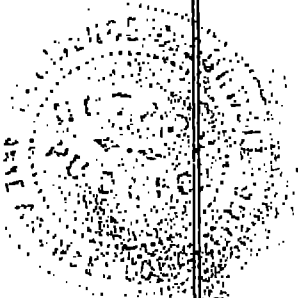
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18 day of January, 1956  
before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

  
Clemence C. Burwell

Notary Public



LIGER 97 PAGE 102  
ORDER NISI

In The Matter Of The  
Mortgaged Real Estate Of  
XXXXX  
The Right Company, Inc.,  
a body corporate

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

No. 11,599 Equity

Ordered, this 1st day of March, 1956, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by John Demyan, Jr., Attorney named in the Mortgage,  
XXXXX,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th  
day of April next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 9th  
day of April next.

The report states that the amount of sales ~~XXXXX~~ was 8,500.00

George T. Cromwell Clerk.

True Copy.

Filed MAR 1 1956

TEST: George T. Cromwell Clerk.

(Final Order)

In The Matter Of The  
Mortgaged Real Estate Of  
XXXXXX  
The Right Company, Inc.,  
a body corporate

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of April, 1956,  
that the sale made and reported by the ~~XXXXX~~ aforesaid, be and the same is hereby Ratified and Confirmed  
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order  
Nisi, passed in said cause; and the ~~XXXXX~~ allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

Benjamin Nicholson  
Judge.

FILED

1956 APR 11 PM 3:30

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Order Nisi**

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,599 Equity  
In The Matter Of The Mortgaged Real  
Estate Of THE RIGHT COMPANY,  
INC., a body corporate.  
Ordered, this 1st day of March, 1956,  
That the sale of the Property in these  
Proceedings, mentioned made and re-  
ported by John Demyan, Jr., Attorney  
named in the Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 9th day of April next; Provided, a  
copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three succes-  
sive weeks before the 9th day of April  
next.

The report states that the amount of  
sale was \$8,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

m-29

**CERTIFICATE OF PUBLICATION**Annapolis, Md., April 2, 1956

We hereby certify, that the annexed

Order Nisi - SaleEg. 11,599.The Right Co., Inc.

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 9thday of April, 1956. The firstinsertion being made the 8th day ofMarch, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**FILED**

1956 APR 11 AM 9:10

***In the Case of***

In the Matter of the  
Mortgaged Real Estate

Mortgaged Real Estate.....

..... of .....

**VSX**

..... The Right Company, Inc., .....

a body corporate

**In the**

# Circuit Court

**For**

# Anne Arundel County

No. 11,599      Equity

**To the Honorable, the Judges of said Court:**

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 9, 1956

**All of which is respectfully submitted.**

*Laura R. Fickling*  
Auditor.

**Auditor.**

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of  
The Right Company, Inc., a body corporate

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	288	40	338	40
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	13	50	53	25
To Attorney for Expenses, viz:				
The Star - advertising sale	48	00		
The Star - order nisi (sale)	6	00		
The Star - order nisi ( account)	6	00		
Capital-Gazette Press - second order nisi on sale	8	00		
The Barrett Printing Co. - handbills	12	75		
Globe Indemnity Co. - bond premium	36	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Amelia H. Tubman - notary fee		50		
Clemence C. Burwell - notary fee		50	162	10
To Attorney for Taxes, viz:				
1956 State and County taxes - adj.		36		36
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	8,059	22	8,059	22
			8,613	33
Amount of mortgage claim filed	8,403	81		
Cr. Amount allowed above	8,059	22		
Balance subject to decree in personam	344	59		

**Cr.**

14

ORDER NISI

In the Matter of the Mortgaged  
Real Estate of  
~~VERSUS~~  
The Right Company, Inc.,  
a body corporate

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

No. 11,599 Equity.

ORDERED, This 16th day of May, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th  
day of June next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
25th day of June next.  
*filed 16/may/1956*

*George T. Cromwell*

**In the Circuit Court for Anne Arundel County**

ORDERED BY THE COURT, this 18th day of July, 1956, that the  
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
to the contrary having been shown, and that the ~~same~~ *proceeds* apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

*Benjamin Michaelson*  
*Judge*

**FILED**

1956 JUL 18 PM 3:57

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 20, 1956

We hereby certify, that the annexed

Order Nisi Equ. 599  
Auditor Account.The Right Co, Inc.

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3successive weeks before the 25thday of June, 1956. The firstinsertion being made the 24th day ofMay, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,600 EQUITY  
In the Matter of the Mortgaged  
Real Estate ofTHE RIGHT COMPANY, INC.,  
A Body Corporate.Ordered, this 16th day of May, 1956.  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 25th  
day of June next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 25th day of June next.GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
ju-7

FILED

No. M.G. 956 JUL 18 AM 9:42

19

EX PARTE IN THE MATTER OF \* NO. 11,538 EQUITY  
 MAZIE MARY VITO, \* IN  
 INCOMPETENT \* THE CIRCUIT COURT FOR  
 \* ANNE ARUNDEL COUNTY

\* \* \* \* \*

PETITION FOR THE APPOINTMENT OF A COMMITTEE AND FOR SALE  
 OF REAL ESTATE AND FOR RELEASE OF DOWER RIGHTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James Vito respectfully shows unto your honors:

1. That he is 54 years of age and is a resident of the District of Columbia, and that he is the husband of Mazie Mary Vito, who is 48 years of age and is a resident of the District of Columbia.

2. That on December 3, 1952, the said Mazie Mary Vito was adjudicated as of unsound mind and committed to Saint Elizabeths Hospital by the United States District Court for the District of Columbia; that on January 19, 1953, the petitioner, James Vito, was appointed committee of the person and estate of the said Mazie Mary Vito by the said District Court; and that on February 7, 1953, the petitioner, James Vito, qualified before the said District Court as committee as aforesaid by entering into an undertaking in the penalty of \$1,000.00 conditioned for the faithful performance of his trust, all as required by the aforesaid order appointing him committee (all of which matters will more fully appear from the exemplified copy of decree of adjudication and commitment, order appointing committee, and undertaking of fiduciary, filed herewith, marked "Petitioner's Exhibit 'A'", which is prayed to be taken as a part hereof).

3. That the petitioner, James Vito, is the owner of certain land located in the Seventh Election District of Anne Arundel County, State of Maryland, as shown on the plats of Avalon Shores, Sections "A" and "B", recorded among the plat records of Anne Arundel County, which was conveyed to the said James Vito from Avalon Shores, Incorporated, by deed dated July 3, 1944, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 311,

*Filed: 21 Oct 1955*

folio 346 (as will more fully appear from the original deed, filed herewith, marked "Petitioner's Exhibit 'B'", which is prayed to be taken as a part hereof), excepting from the aforementioned land the following:

(a) Lots numbered twelve (12) to sixteen (16) (both inclusive) in block numbered thirty-seven (37) as shown on the plat of Avalon Shores, Section "B", which were conveyed by the said James Vito and wife to George B. Wilkes and wife by deed dated August 26, 1947, and recorded among the aforesaid land records in Liber J. H. H. No. 434, folio 170.

(b) Bonniewood Drive, as shown on the plat of Avalon Shores, Section "B", recorded among the plat records of Anne Arundel County in Cabinet 1, Rod A-5, plat number 11, and as described in a deed from the said James Vito and wife to the County Commissioners of Anne Arundel County, dated April 20, 1954, and recorded among the aforesaid land records in Liber J. H. H. No. 830, folio 454.

(c) An easement ten (10) feet wide to construct storm water drainage facilities to be laid in the right-of-way described in a deed from the said James Vito and wife to the County Commissioners of Anne Arundel County, a body corporate, dated April 20, 1954, and recorded among the aforesaid land records in Liber J. H. H. No. 830, folio 452.

4. That no committee for the person and estate of the said Mazie Mary Vito has been appointed in Maryland.

5. That the aforesaid Mazie Mary Vito, as the wife of the petitioner, has dower rights in and to all of the aforementioned real estate of which her husband stands seized which have not been released by her and which she is now unable to release by virtue of her mental incompetency.

6. That although the aforementioned real estate has value, it consists at present of unimproved land which the petitioner has been unable for several years to develop because of the inability of his wife, the said Mazie Mary Vito, to join in conveyances thereof in order to release her dower rights.

7. That the petitioner has been forced to expend sums of money to pay the taxes on this real estate without receiving any income therefrom and that unless this real estate is sold he will be forced to continue to retain the same without prospects of enjoying any income therefrom which will meet his expenses in connection therewith.

8. That the petitioner alleges that it is to his best interest and advantage and to the best interest and advantage of his lunatic wife and of her estate that a sale of the aforementioned real estate be made and that the dower rights therein of the said Mazie Mary Vito be released.

WHEREFORE, YOUR PETITIONER PRAYS:

(a) That this honorable court assume jurisdiction in the premises.

(b) That the value of the aforementioned real estate be determined and that the dower rights therein of the said Mazie Mary Vito be established under the Rules of this honorable court.

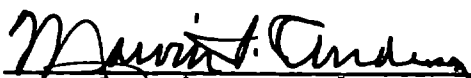
(c) That your petitioner be appointed as committee of the person and estate of the said lunatic, Mazie Mary Vito, by this honorable court, and that the committee be authorized, empowered, and directed to join in a conveyance of the aforementioned real estate for the purpose of releasing the dower rights therein of the said Mazie Mary Vito upon payment to the committee of the value of the dower rights of the said lunatic as established by this honorable court.

(d) That the proceeds of sale be administered under the jurisdiction of this honorable court.

(e) That your petitioner may have such other and further relief as his case may require.

And, as in duty bound, etc.

  
James Vito, Petitioner

  
Marvin I. Anderson  
Solicitor for Petitioner

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this 19th day of October, in the year nineteen hundred fifty-five, before me, the subscriber, a Notary Public of the District of Columbia, in and for the city aforesaid, personally appeared JAMES VITO, the petitioner in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein set forth.

AS WITNESS my hand and seal notarial.

*Sam H. Bass*  
Notary Public

ORDER OF COURT

Upon the foregoing petition, affidavit, and exhibits, it is this 21st day of October, in the year nineteen hundred fifty-five, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that leave be, and the same is hereby granted to the petitioner, James Vito, to take testimony before one of the standing examiners in equity of the Circuit Court for Anne Arundel County for the purpose of substantiating the allegations contained in the foregoing petition.

*B. J. ...*  
JUDGE

Filed: 21 Oct. 1955

## United States District Court

for the

DISTRICT OF COLUMBIA

I, HARRY M. HULL, Clerk of the United States District Court for the District of Columbia, and keeper of the records and seal thereof, hereby certify that the documents attached hereto are true copies of the Decree of Adjudication and Commitment as filed on Dec. 3, 1952 in Mental Health No. 1663-52; and the Order Appointing Committee as filed on Feb. 3, 1953, and the Undertaking as filed on Feb. 7, 1953.

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District.

at WASHINGTON, this 22nd day of June 1955.

HARRY M. HULL, Clerk

BY:

Deputy Clerk.

I, BOLITHA J. LAWS, United States District Judge for the District of Columbia, do hereby certify that HARRY M. HULL, Clerk

whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

JUNE 22, 1955.

Bolitha J. Laws  
United States District Judge.

I, HARRY M. HULL, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable BOLITHA J. LAWS, whose name is within written and subscribed, was on the 22nd day of June 1955, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified; and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, in said State, on this 22nd day of June 1955.

HARRY M. HULL, Clerk

BY:

Deputy Clerk.

11,538 Eg Examiner's Ed. 3  
for Re Koto E/Clawson  
Examiner

PETITIONER'S EXHIBIT 'A'

Re-Filed: 8/20/1955

Filed: 21 Oct. 1955

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

**FILED**  
FEB 3 1953  
CLERK OF COURT

In re :  
Estate of :  
MAZIE MARY VITO : Mental Health No. 1663-52  
(also known as Mazie M. Vito) :  
Patient :

ORDER APPOINTING COMMITTEE

On consideration of the petition of James Vito, filed herein the 19<sup>th</sup> day of January, 1953, for the appointment of a committee for Mazie Mary Vito, patient, it is, this 3<sup>rd</sup> day of February, 1953

ORDERED that James Vito be, and he hereby is, appointed committee of the person and estate of Mazie Mary Vito, upon entering into an undertaking in the penalty of \$ 1000.00, conditioned for the faithful performance of his trust.

Andrew Hant  
Judge

12

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

DEC 3 1952

In the Matter of

MAZIE MARY VITO

Patient

W-45

Mental Health No. 1663 - 52

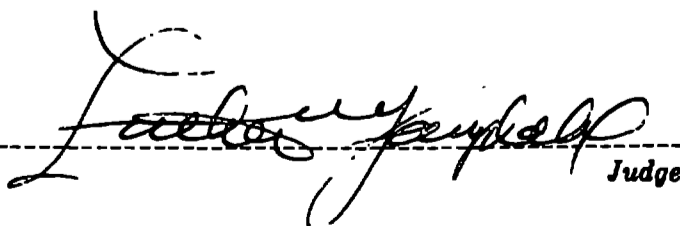
DECREE OF ADJUDICATION AND COMMITMENT

This matter coming on to be heard by the Court, considering the petition filed herein and the report and recommendations of the Commission on Mental Health, who, having made an examination of the mental condition of the patient, and having conducted a hearing, at which the patient, his-her relatives, friends and witnesses testified and were examined upon the issue of his-her mental condition and ability to pay the expense of maintenance and treatment in a hospital, found the patient to be of unsound mind and in need of treatment in a hospital for his-her mental condition; and no demand for a trial by a jury or further hearing by the Court having been filed within five days as provided by law; it is by the Court, this 3rd

day of December 19 52

ADJUDGED and DECREED:

1. That Mazie Mary Vito is of unsound mind and is hereby committed to Saint Elizabeths Hospital until she may be safely discharged therefrom.
2. That Mazie Mary Vito is a resident of the District of Columbia.
3. That the expense of the maintenance and treatment of Mazie Mary Vito in Saint Elizabeths Hospital shall be borne by the District of Columbia without prejudice to its right to claim reimbursement in full from the estate of the patient, or others, as provided by law.
4. That James Vito, husband, being able and willing, is hereby directed to reimburse the District of Columbia for the expense of the maintenance and treatment of Mazie Mary Vito in Saint Elizabeths Hospital, by paying the current rate of board charged, until said patient is discharged or further order of this Court.

  
Judge

UNDERTAKING OF FIDUCIARY OR TRUSTEES

United States District Court for the District of Columbia

FEB 1953

Mental Health HARRY M. HULL, Clerk

In re: Mazie Mary Vito  
(Patient)

No. 1663-52

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned

James Vito  
of 711- Kennedy St. N.W. Washington D.C.  
(Address of fiduciary)

has been duly appointed, by order of the United States District Court for the District of Columbia made on the 7th day of February, 1953, in the above-entitled cause therein pending

and required thereby to give an undertaking, under seal, in the maximum amount of One  
Thousand dollars, fixed by the Court, conditioned as by law and said order required: And whereas the condition of this undertaking is that the said

James Vito his duties as such Committee and in all things obey such order as the Court shall make in the premises:

We, therefore, the undersigned,

James Vito as principal  
and Standard Accident Insurance Company as surety  
appearing and submitting to the jurisdiction of the Court, hereby undertake for ourselves and each of us, our and each of our heirs, executors, administrators, successors, and assigns to abide by and perform the order of the Court in the premises, and do further agree that upon default by the said principal in any of the conditions hereof, the damages, not exceeding the sum aforesaid, may be ascertained in such manner as the Court shall direct; that the Court may give judgment hereon in favor of any person thereby aggrieved against us for the damages suffered or sustained by such aggrieved party and that such judgment may be rendered in said cause against all or any of us whose names are hereto signed:  
Signed, sealed, and delivered in the

presence of—

J. H. Huston

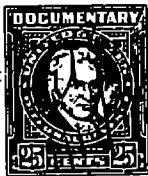
James Vito [SEAL]

Eugene F. Dierme [SEAL]  
ATTORNEY-IN-FACT [SEAL]

Surety approved this 7th day of February, 1953

HARRY M. HULL, Clerk.

By Samuel J. Mancoboni  
Deputy Clerk.



LIBER 97 PAGE 117

# This Deed

"PETITIONER'S EXHIBIT 'B'"

Made this 3rd day of July in the

year one thousand nine hundred and forty-four by and between AVALON SHORES INCORPORATED, a corporation, party of the first part, and JAMES VITO, of Washington, D. C.

part y of the second part.

**Witnesseth,** that for and in consideration of the sum of Three Thousand and no/100 (\$3,000.00) ----- Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said party of the second part, in fee simple, the following described land and premises, situate in the State of Maryland, County \_\_\_\_\_ of Anne Arundel \_\_\_\_\_

and known and distinguished as [Lots 11, 13, 23, 25, 27, 28, 29, 30, 31, 39, 41 and 43, in Block 8; Lots 32 and 34, in Block 9; Lots 1-35 inclusive, in Block 10; Lots 1, 3, 5, 7-12 inclusive, 18, 20, 22, and 62-71 inclusive, in Block 13; Lots 73-78 inclusive, in Block 14; Lots 57, 59 and 61, in Block 16; Lots 56, 58 and 60, in Block 17; Lots 39 and 41, in Block 18; Lots 15, 16, and 17, in Block 19; Lots 1-4 inclusive, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35 and 37, in Block 23; Lots 41 and 43, in Block 24; Lots 18, 20, 22, 25, 28, 29, 31, 33 and 35, in Block 25; Lots 8, 10, 12, 14, 21-29 inclusive, 31, 33, 35, 37, and 39-54 inclusive, in Block 26; Lots 6, 8, 11 and 13, in Block 27; Lots 27 and 59, in Block 28; Lots 1-34 inclusive, in Block 29; Lots 1-8 inclusive, 22 and 24, in Block 31; Lots 8-16 inclusive, in Block 37; Lots 1-16 inclusive, in Block 38; Lots 1-4, inclusive, and 15-36 inclusive, in Block 40; Lots 10, 12, 14, 16-28 inclusive, 30, 32, 34, 36, 38, 40, 42 and 47-50 inclusive, in Block 41; Lots 5-10 inclusive, 12, 14, 20, 21, 22, 24, 25, 36 and 38, in Block 42; Lots 1-9 inclusive, 11 and 13, in Block 43; Lots 19, 21, 23, 26, 28 and 30, in Block 44; Lots 1-4 inclusive, 9, 10, 12, 20, and 22-26 inclusive, in Block 45; Lots 7-10 inclusive, in Block 46; Lots 1-27 inclusive, 29 and 31, in Block 47.] According to Plats of Sections A and B, of Avalon Shores, recorded among the Plat Records of Anne Arundel County.

TOGETHER WITH the buildings and improvements thereupon, erected, made, or being; and all the interest and estate of Avalon Shores, Incorporated in and to all roads, streets, highways, alleys, walks, curbs, gutters, parks, reservations, beaches, riparian rights (subject to the rights of ingress and egress by the owners of waterfront lots across the land reserved between their property line and the water), easements and rights of way; and all and every privileges, appurtenances and advantages to the same belonging or in anywise appertaining; it being the intention of the grantor herein to convey to the grantee by this instrument all of the land in Sections "A" and "B", in the subdivision of Avalon Shores, which the grantor now owns, exclusive of lots not herein conveyed.

111538 Eq - for Re Vito

Examined & Filed H. E. Claverie, Clerk

Filed: 21 Oct 1953

"PETITIONER'S EXHIBIT 'B'"

~~together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.~~

And the said party of the first part covenants that it will warrant specially the property hereby conveyed,

and that it will execute such further assurances of said land as may be requisite or necessary.

In Testimony Whereof, the said Avalon Shores, Incorporated

hath on the  
day of July A. D. 1944, caused these presents to be signed by  
John M. Thomas its President attested by William M. Thomas  
its Secretary and its corporate seal to be  
hereunto affixed; and doth hereby appoint John M. Thomas its true and lawful  
attorney in fact to acknowledge and deliver these presents as its act and deed.

AVALON SHORES, INCORPORATED

By John M. Thomas  
John M. Thomas, President.

William M. Thomas  
William M. Thomas, Secretary.

Signed, sealed and delivered in the presence of—

Hallie Q. Thomas  
Hallie Q. Thomas

COUNTY OF ANNE ARUNDEL

STATE OF MARYLAND

} to wit:

J. Hallie Q. Thomas

a Notary Public in and for the

State and County aforesaid do hereby certify that John M. Thomas who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date on the 3<sup>rd</sup> day of July, A. D. 1934, and hereto annexed, personally appeared before me in said State and County and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of

Avalon Shores, Incorporated

the grantor therein

Given under my hand and seal this 3<sup>rd</sup> day of July

Hallie Q. Thomas  
Notary Public.  
My Commission Expires 1935

I hereby certify that  
the property named in  
this deed has been trans-  
ferred as provided by act  
1920.

R. Harry Arnold, /

Deed in Fee  
TAXES PAID  
TO DEC. 31, 1944  
JAMES A. WALTON  
Treas.

AVALON SHORES, INCORPORATED

TO

JAMES VITO

Received for Record, on the 10<sup>th</sup> day  
of July, 1944, A. D. 1944  
at 12 o'clock M., and recorded in Liber  
No. 311 at Folio 346 one of the Land  
Records for the County of A. A.

and examined by

J. M. Hopton 3rd  
Recorder.

Please return to:

L. Harold Sothoron,  
815 Fifteenth St., N. W.,  
Washington 5, D. C.

3.00

3.30

Made and Sold by Law Reporter Ptg. Co., 518 8th St., Wash. D. C.

EX PARTE	:	IN
IN THE MATTER OF	:	THE CIRCUIT COURT
MAZIE MARY VITO,	:	FOR
INCOMPETENT.	:	ANNE ARUNDEL COUNTY
	:	No. 11,538 Equity

.....

TESTIMONY ON BEHALF OF THE PETITIONER

November 2, 1955

Present:

Mr. Marvin I. Anderson, Solicitor for Petitioner.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

James Vito, pages 2, 3, 4.

William H. Riley, pages 4, 5.

Vinton T. Bull, pages 5, 6.

Filed: 8 Nov. 1955

James Vito, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. What is your name?

A. James Vito.

2. How old are you?

A. Fifty-four.

3. Have you any evidence of the date of your birth?

A. I have an application for a Certificate of Derivative Citizenship, which says that I was born June 14, 1901. (PHOTOSTATIC COPY OF APPLICATION FOR CERTIFICATE OF DERIVATIVE CITIZENSHIP MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

4. What is the date of that application?

A. January 14, 1938.

5. Where do you reside?

A. 711 Kennedy Street, Northwest, Washington, D. C.

6. Are you the husband of Mazie Mary Vito?

A. Yes.

7. How old is she?

A. Forty-eight.

8. Is this her birth certificate?

A. Yes. (PHOTOSTATIC COPY OF BIRTH CERTIFICATE OF MAZIE MARY VITO MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

9. Where does she reside?

A. She is a patient at St. Elizabeth's Hospital in Washington.

They let her come home occasionally, but she has to go back.

(CERTIFIED COPY OF DECREE OF ADJUDICATION AND ~~XXXX~~ COMMITMENT, ORDER APPOINTING JAMES VITO COMMITTEE, AND BOND FILED PURSUANT TO SAID ORDER OF APPOINTMENT, all pertaining to the adjudication of Mazie Mary Vito, said case being mental Health No. 1663-52 in the United States District Court for the

District of Columbia,

*Examiner: E. L. J.*

ALL OF WHICH PAPERS ARE FILED WITH THE PETITION, MARKED EXAMINER'S EX. 3)

10. Do you own any real estate in the Seventh Election District of Anne Arundel County?

A. I do.

11. Where is it located?

A. At Avalon Shores.

12. I show you an original deed which has been filed with the petition in this case, dated July 3, 1944 from the Avalon Shores, Inc. to James Vito, recorded in Liber J.H.H! No. 311, folio 346, and ask you if that is the property in question?

A. It is.

(ABOVE DESCRIBED DEED MARKED EXAMINER'S EX. 4)

13. Has any of this property been conveyed away?

A. Yes, five lots, from numbers 12 to 16 in Block 37., and a deed which I gave to the County Commissioners of Anne Arundel County for "Bonniewood Drive", and a ten-foot easement for storm water drainage facilities which I deeded to the County Commissioners. Other than that we own all of the land described in the deed.

14. Has a committee been appointed for Mazie Mary Vito in the State of Maryland?

A. No.

15. What does the property consist of that is the subject matter of this proceeding?

A. Unimproved land.

16. Have you been able to handle this property in recent years?

A. No, on account of my wife's mental inability to join in a deed.

17. Would you be able to sell lots to advantage if you were able to do so?

A. I think so.

18. Do you desire that a committee be appointed for your wife/ to release her dower interest in the property?

A. Yes.

authorizing it

19. Have you received any income from the property?

A. No.

20. Have you had to pay taxes and other expenses on the property?

A. I have.

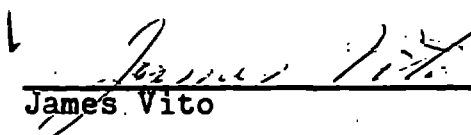
21. In your opinion, what is the best thing to do for the benefit of you and your wife?

A. I think it would be to her advantage if the Court would appoint a committee for her to release her dower right in the property upon the payment of her dower right according to law.

(Mr. Klawans)

To the General Question under the rule, the witness answers:

"I have six children and I want to make some money so I can educate them."

  
James Vito

-----

William H. Riley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. What is your name and occupation?

A. William H. Riley, Supervisor of Assessments for Anne Arundel County.

2. How long have you appraised property in Anne Arundel County?

A. Ten years.

3. Have you made an appraisal of the property involved in this proceeding?

A. I have.

4. Have you reduced your appraisal to writing?

A. I have.

(APPRAISAL MARKED EXAMINER'S EX. 5 AND FILED HEREWITH)

5. Who made the appraisal?

A. Vinton T. Bull and myself.

6. In your opinion, the values shown on that appraisal are fair and reasonable?

A. They are.

7. They represent the fair market value of the property?

A. It is my opinion they represent the fair market value.

8. Are all the lots unimproved?

A. Yes, some of them are on open roads, some have no road frontage.

9. In view of the fact that Mr. Vito's wife has been adjudicated incompetent, what, in your opinion, is the best thing to do with the property at this time?

A. To allow Mr. Vito to dispose of the property.

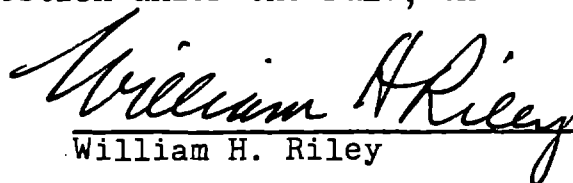
10. Do you know whether there is any demand for lots in this vicinity as lots or building sites?

A. The records indicate that over the past few years there has been a lot of activity in sales in the neighborhood in building lots or unimproved lots.

(Mr. Klawans)

To the General Question under the rule, the witness answers:

"No".

  
William H. Riley

-----  
Vinton T. Bull, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Will you state your name?

A. Vinton T. Bull.

2. Did you, together with Mr. Riley, make the appraisal of the property in question as indicated by this appraisal which has been filed as Examiner's Ex. 5 in this case?

A. Yes, that's right.

3. How long have you been appraising property?

A. Six years.

4. You live in that vicinity, do you not?

A. I live in the First District.

5. Does the appraisal represent the fair market value of the property?

A. It does.

6. Is it your opinion that it would be to the best advantage of the parties to sell or dispose of the property?

A. Yes.

(M. Klawans)

To the General Question under the rule, the witness answers:

"No".

*Vinton T. Bull*

, Vinton T. Bull

There being no further witnesses to be examined on behalf of the Petitioner at this time, and no further testimony desired in his behalf at this time, this testimony is now closed, and at the request of Petitioner's Solicitor is returned to the Court.

Witness my hand and seal this 8<sup>th</sup> day of November, 1955.

Emanuel Klawans (SEAL)  
Emanuel Klawans, Examiner

E.K. \$10.00  
K.H.McC.\$7.00

Dec 11/14/55  
L.H.E.

No. \_\_\_\_\_

APPLICATION FOR CERTIFICATE OF DERIVATIVE CITIZENSHIP

I hereby apply to the Commissioner of Immigration and Naturalization for a certificate showing that I am a citizen of the United States of America. Since the date I became a citizen of the United States of America as herein alleged, I have never become expatriated (a) by being naturalized in any foreign State, (b) by taking an oath of allegiance to any foreign State, (c) by marriage to an alien, (d) through the cancellation of the naturalization described in statement 8 of this application, or (e) in any other manner. I have never deserted the military or naval service of the United States in time of war and been tried for and convicted of such desertion. I verily believe, and upon such belief assert, that I am now a citizen of the United States of America, and I will take the oath of allegiance to the United States of America required by the naturalization laws of a petitioner for citizenship.

1. My full true name is Mr. James Vito

2. I now reside at 711 Kennedy Street, N.W., Washington, D. C.

3. My occupation is Plumbing Contractor My business employer's address is 711 Kennedy St. as above.

4. My personal description is: Age 36 years; sex male; color white  
complexion dark; color of eyes brown; color of hair black  
height 5 feet 9 inches; weight 180 pounds; visible distinctive marks birthmark one inch  
in diameter right arm above elbow.

Marital status married; former nationality Kingdom of Italy

5. I was born at Viggiano, Italy on June 14, 1901

6. I arrived in the United States at New York City, New York,  
under the name of Vincenzo Vita, on Sept. unknown 1905  
on the vessel La Velucia, White Star Line.  
I arrived as a passenger, stowaway, seaman, member of crew, or otherwise passenger with mother

7. I claim to have derived citizenship in the United States of America by reason of—  
(a) The naturalization of my father.  
(In case application is based upon naturalization of mother, state the marital relation of your parents and if that relation has been terminated, when, where, and by what means)  
(b) The marriage of my mother to my stepfather.  
(c) The naturalization of my husband during our marriage.  
(d) The resumption of citizenship by my mother.  
(e) \_\_\_\_\_

8. My father Domenico Vita was born at Viggiano, Italy.  
mother  
stepfather  
husband  
on May 14, 1874, was formerly a citizen or subject of Kingdom of Italy  
and became a citizen of the United States on September 8, 1914 by reason of Naturalization  
proceeding in the Supreme Court, District of Columbia, Order of Judge  
Gould, certificate #481549, name thereon Domenico Vita.

9. \_\_\_\_\_

10. The person through whom I derived citizenship now resides at 3908 - 13th Street, N. W.  
Washington, D. C.

STRIKE OUT ALL  
INAPPLICABLE  
WORDS AND  
STATEMENTS.  
BUT ONE SUB-  
PARAGRAPH,  
EITHER (a), (b),  
(c), (d), OR (e)  
SHOULD BE  
USED.

## APPLICATION FOR A CERTIFICATE OF DERIVATIVE CITIZENSHIP

### INSTRUCTIONS TO THE APPLICANT

(This form must be completely filled out—preferably on a typewriter)

1. **Age requirement of applicant.**—You must be 21 years of age or over when you are sworn to this application for certificate of derivative citizenship.

2. **Execution of this application.**—You must sign this application on page 2 and sign and be sworn to it on page 4. No charge is made for oaths administered by an immigration and naturalization officer. If oath to the application is not executed by an immigration and naturalization officer, it must be administered by a notary public or other officer who is authorized to administer oaths.

3. **Money order.**—You must secure a postal or express money order in the sum of \$5, payable to the order of the "Commissioner of Immigration and Naturalization, Washington, D.C." Such money order must be attached to this application when it is submitted to the immigration and naturalization officer named on the second page of this form.

4. **Photographs.**—You are required to send with this application 2 photographs of yourself taken within 30 days of the date of this application. These photographs must be 2 by 2 inches in size, and the distance from top of head to point of chin should be approximately 1½ inches. They must not be pasted on a card or mounted in any other way, must be on thin paper, have a light background, and clearly show a front view of your face without hat. Both of these photographs must be signed by you on the margin and not on the face or the clothing. Such signatures should correspond with your name as signed in the application.

5. **Facts concerning arrival in the United States.**—Detailed information is desired in relation to your arrival in the United States. Every person who entered the United States for permanent residence on the basis of an immigration visa on or after July 1, 1928, should be in possession of an immigrant identification card, which bears a number in red ink. If you so arrived, you should attach such card to this application, inserting the number of it in the appropriate blank space on the second page of this form. The card will be returned to you after it has served the purpose of this application. If you arrived on or after July 1, 1928, and you do not have an immigrant identification card, you should state the facts in statement 14 on the second page. If you arrived in the United States before July 1, 1928, and if you do not know the exact date of arrival or name of the vessel, or port, and if you cannot secure this information by consulting with your family or friends, give the facts of your arrival to the best of your ability. If you have a passport, ship's card, or baggage labels, they may help you to give this information.

6. **Marital status.**—In answering statement 4, page 3, state whether you are single, married, divorced, a widow, or a widower.

7. **Documents.**—Certain birth, marriage, divorce, and death records are usually required in support of applications for certificates of derivative citizenship. After you have submitted your application and an examiner has examined it, you will be notified what records you should obtain in support of your application.

8. **Nationality.**—In furnishing information as to your nationality in statement 4, page 3, name the country of which you were a citizen or subject previous to your becoming a citizen of the United States.

9. **Penalties.**—Paragraphs (b) and (c) of section 33 of the act of June 29, 1906, as amended, prescribe penalties of not exceeding \$10,000 in fines, or not exceeding 10 years' imprisonment, or both, for violation of the naturalization or citizenship laws in connection with any application for a certificate showing derivative citizenship.

11. The following are suggested as persons who may give testimony in support of my application:

Joseph Bittoni Clerk, H. L. Rust Co., 1001 - 15th St., N. W. Wash, D.C.  
(Name) (Occupation) (Address, State number and street, city or town, and State)  
Frank Crocchia musician 806 Ingraham Street, N.W. Wash, D.C.  
(Name) (Occupation) (Address, State number and street, city or town, and State)

12. If applicant is or was a married woman, the information in this block must also be given:

- (a) My maiden name was \_\_\_\_\_  
 (b) I was married to \_\_\_\_\_  
(Give full and complete name of husband)  
 at \_\_\_\_\_ ON \_\_\_\_\_  
(City or town) (State or country) (Month) (Day) (Year)  
 (c) My husband was naturalized by the \_\_\_\_\_ Court  
(Name of court)  
 at \_\_\_\_\_  
(City or town) (Country) (State) (Month) (Day) (Year)  
 Certificate No. \_\_\_\_\_  
 (d) My husband now resides at \_\_\_\_\_  
(Number and street) (City or town) (State or country)  
 (e) Said marriage has \_\_\_\_\_ been terminated. If so, on \_\_\_\_\_  
(Date)  
 by {death of my husband.  
 divorce.  
 (f) I have been married \_\_\_\_\_  
(State how many times you have been married)

I enclose two photographs of myself each of which I have signed, and a money order No. \_\_\_\_\_ in the sum of \$5, made "payable to the order of the Commissioner of Immigration and Naturalization, Washington, D.C.," in payment for this application.

James Vito  
(Applicant's signature in full, without abbreviation)

District of Columbia

The aforesaid applicant, being duly sworn, deposes and says that he or she is the person named herein and whose signature appears on pages 2 and 4 hereof; that said applicant has read the foregoing application, comprising pages 2 to 4, inclusive, and knows the contents thereof; that the same is true of applicant's own personal knowledge except as to matters therein stated to be alleged upon information and belief, and that as to those matters applicant believes it to be true.

Subscribed and sworn to before me at Washington, District of Colum <sup>bia</sup> this 14<sup>th</sup>

day of January, 1938.

Melville B. Cox  
(Signature of notary)

Notary Public, D. C.  
(Title of notary)



Form 2400  
U.S. DEPARTMENT OF LABOR  
IMMIGRATION AND NATURALIZATION SERVICE

No. \_\_\_\_\_

# STATEMENT CONCERNING ARRIVAL OF APPLICANT FOR CERTIFICATE OF DERIVATIVE CITIZENSHIP

For use in searching records of arrival:

## RECORDS EXAMINED

## RECORD FOUND

Card index .....	Place .....
Index books .....	Name .....
Manifests .....	Date .....
.....	Manner .....

(Signature of person making search)

TO THE APPLICANT: Do not write above this line. Read carefully and follow the instructions on page 1 hereof

**Take or mail this to—**

DISTRICT DIRECTOR OF IMMIGRATION AND NATURALIZATION,

In support of my application for a certificate of derivative citizenship I enclose my original Immigrant Identification Card No. \_\_\_\_\_ (see statement 14 below), and submit the following facts regarding my entry into the United States:

1. I arrived in the United States under the name of Vincenzo Vita  
at the port of New York on (date) September unknown 1905  
on the vessel La Velucia  
(Month) (Day) (Year)

Additional facts to aid in locating a record of my arrival:

2. (If arrival by ship). Name of steamship line was White Star Line  
first, second, or third cabin third cabin I arrived as a passenger, stowaway, seaman, member of crew, or  
otherwise passenger with my mother.  
(State which, giving particulars)

3. I paid \$\_\_\_\_\_ head tax at \_\_\_\_\_ on \_\_\_\_\_

4. I was born on June 14 1901 in Viggiano, Italy.  
(Month) (Day) (Year) (State or country)

5. I traveled on (an immigration visa, a passport, or permit to reenter) Italian Passport.  
(State which)

6. The place in the United States to which I was going was Washington, D. C.

7. The person in the United States to whom I was coming was my father

8. The name of some of the passengers or other persons I traveled with are Mrs. Tony Astore,  
236 4th Street, S.W., Washington, D. C.

9. I have \_\_\_\_\_ used another name in this country. (If so) It was James Vito  
I used that name because Parents gave that name to D. C. School authorities when

10. My mother's maiden name was Elena Fiorita. I entered first grade-have  
used it ever since.

11. (If a married woman) My maiden name was \_\_\_\_\_

12. I was \_\_\_\_\_ examined by United States immigration officers at New York, New York.  
(City or town) (State or country)

13. (If not examined, state why, and give the circumstances of your entry) \_\_\_\_\_

14. My original Immigrant Identification Card No. \_\_\_\_\_ is not attached because if I ever had  
one it is lost and cannot be found.

James Vito  
(Signature of applicant)

711 Kennedy Street, N.W.

Washington, D. C.

14-2534

**Form 104-20 24-7-62-70**

**ALWAYS WRITE WITH INK.**

**ACKNOWLEDGED**  
R

### RETURN OF A BIRTH.

136772  
TO THE HEALTH OFFICER, WASHINGTON, D.C.

### Special Notice to Midwives:

This Sixth Order is to be used **ONLY** in case the child breathes or shows other evidence of **LIFE** after CPR, in other words, etc.--of **STILL-DEATH**—the adults must report **IMMEDIATELY** to the Doctor. This may be done through the nearest police station.

1. Date of Birth April 26 1906.  
2. Full Name of Father Joseph Ambrogi  
3. Full Name of Mother Helena Ambrogi  
4. Father's Birthplace Italy  
5. Mother's Birthplace (State or Country) Italy  
6. Was it a Male or Female? Female  
7. Was it White or Colored? White  
8. If Twins or Triplets, state their Sex and Color \_\_\_\_\_  
9. Number of Children Mother has given birth to, including present birth Four  
10. Residence of Mother at Time of Delivery (St. and No.) 2124 - Va Ave, Wash  
11. Usual Residence of Mother 2124 - Pa Ave Wash  
12. Mother's Maiden Name Helena Bittori  
13. Father's Occupation Fruit Dealer

**Signature of Medical Attendant**

**Address**

*Signature of Midwife*

**Address**

3636

**DEC 5-**

the original filed on **Apr. 30, 1906** in the Bureau of Vital Statistics, Health Department, Washington, D. C.

Daniel L. Seckinger, M.D., Mr. F.E.  
Director of Public Health, D.C.

No. 11,538 Equity

for Re Vitto

Examiner's Exh. 2

E / Clavans  
Examiner

1955-1956

APPRAISAL SUMMARY OF LOTS IN AVALON SHORESBlock 8

Lots 11, 13, 23, 25, 27, 28, 29, 30, 31, 39, 41, 43 @ \$100. ea \$1,200.00

Block 9

Lots 32, 34 @ \$100. ea 200.00

Block 10

Lots 1 to 35 inclusive @ \$100. ea 3,500.00

Block 13

Lots 62, 64, 66, 67, 68, 69, 70, 71 @ \$75. ea. 600.00  
 Lots 1, 3, 5, 7, 8, 9, 10, 11, 12, 18, 20, 22, 63, 65 @ \$50. ea. 700.00

Block 14

Lots 73, 74, 75, 76, 77, 78 @ \$75. ea. 450.00

Block 16

Lots 57, 59, 61 @ \$75. ea. 225.00

Block 17

Lots 56, 58, 60 @ \$75. ea. 225.00

Block 18

Lots 39, 41 @ \$50. ea. 100.00

Block 19

Lots 15, 16, 17 @ \$75. ea. 225.00

Block 23

Lots 1, 2, 3, 4 @ \$100. ea. 400.00  
 Lots 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37 @ \$75. ea. 825.00

Block 24

Lots 41, 43 @ \$75. ea. 150.00

No. 11,538 Equity  
 In Re Vitto

Examiner's Exh. 5  
 E. Clawson  
 Examiner

10/10/1955

APPRAISAL SUMMARY OF AVALON SHORES  
(Continued -2- )

Block 25

Lots 18, 20, 22 @ \$100. ea.	\$ 300.00
Lot 25 @ \$15.	15.00
Lot 28 @ \$25.	25.00
Lots 29, 31, 33, 35 @ \$50. ea.	200.00

Block 26

Lots 8, 10, 12, 14, 22, 24, 26, 28, 40, 42, 44, 45, 46, 47, 48 @ \$40. ea.	600.00
Lots 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 49, 50, 51, 41, 43, 52, 53, 54 @ \$75.	1,350.00

Block 27

Lots 6, 8, 11, 13 @ \$40. ea.	160.00
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Block 28

Lots 27, 59 @ \$15. ea	30.00
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Block 29

Lots 1,2,3,4, 5, 10, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 @ \$75. ea.	1,350.00
Lots 6, 7, 8, 9, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34 @ \$40. ea.	640.00

Block 31

Lots 22, 24, 5, 6, 7, 8 @ \$100. ea.	600.00
Lots 1, 2, 3, 4 @ \$50. ea.	200.00

Block 37

Lots 8, 9, 10, 11 @ \$125. ea.	500.00
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Block 38

Lots 1 to 16 inclusive @ \$75. ea.	1,200.00
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Block 40

Lots 1, 2, 3, 4 @ \$50. ea.	200.00
Lots 15 to 36 inclusive @ \$25. ea.	550.00

APPRAISAL SUMMARY OF AVALON SHORES  
(Continued -3-)

Block 41

Lots 10, 12, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27,  
28, 30, 32, 34, 36, 38, 40, 42, 47, 48, 49, 50 @ \$25. ea. \$ 675.00

Block 42

Lots 5, 6, 7, 8 @ \$50. ea. 200.00  
Lots 9, 10, 12, 14, 20, 22, 24, 36, 38 @ \$25. ea. 225.00  
Lots 21, 25 @ \$15. ea. 30.00

Block 43

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13 @ \$50. ea 550.00

Block 44

Lots 19, 21, 23 @ \$25. ea. 75.00  
Lots 26, 28, 30 @ \$50. ea. 150.00

Block 45

Lots 1, 2, 3, 4, @ \$50. ea. 200.00  
Lots 9, 10, 20, 22, 23, 24, 25, 26 @ \$25. ea 200.00  
Lot 12 @ \$15.00 15.00

Block 46

Lots 7, 8, 9, 10 @ \$50. ea. 200.00

Block 47

Lots 1, 2, 3, 4, 9, 10, 11, 13, 15, 17, 19, 21, 23, 25,  
27, 29, 31, @ \$75. ea. 1,275.00  
Lots 5, 6, 7, 8, @ \$50. ea. 200.00  
Lots 12, 14, 16, 18, 20, 22, 24, 26, @ \$25. ea. 200.00

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Total . . . . . \$20,915.00

EX PARTE IN THE MATTER OF : NO. 11, 538 EQUITY  
 MAZIE MARY VITO, : IN  
 INCOMPETENT : THE CIRCUIT COURT FOR  
 : ANNE ARUNDEL COUNTY

: : : : : : :

DECREE

This cause standing ready for hearing and having been submitted on bill, affidavit, exhibits, and testimony, all the proceedings having been read and considered, it appears to the Court that the petition filed herein is that of James Vito, aged 54 years, who is the husband of Mazie Mary Vito, aged 48 years, both residents of the District of Columbia; that the said Mazie Mary Vito was adjudicated as of unsound mind and committed to Saint Elizabeth's Hospital by the United States District Court for the District of Columbia on December 3, 1952, which adjudication and commitment is still in full force and effect; that the said petitioner, James Vito, was appointed committee of the person and estate of the said Mazie Mary Vito by the said District Court on January 19, 1953; that on February 7, 1953, the petitioner, James Vito, qualified before the said District Court as committee as aforesaid by entering into an undertaking in the penalty of \$1,000.00 conditioned for the faithful performance of his trust and that he is still acting in said capacity; but that no committee for the person and estate of the said Mazie Mary Vito has been appointed in Maryland.

It further appears to the Court that the petitioner, James Vito, is the owner of certain land and property in Anne Arundel County described in these proceedings and set forth in the petition; that the dower rights of the said incompetent, Mazie Mary Vito, in and to all of said real estate have not been, and cannot now or in the foreseeable future, be released by her; that by the testimony from discreet and responsible witnesses taken before the examiner of this Court, who state in their depositions the value and quantity of property and the facts and circumstances, it appears to the Court that the property consists, at present, of unimproved land

*Filed 16 Nov., 1955*

which the petitioner has been unable to develop because of the inability of the said incompetent to join in conveyances thereof in order to release her dower right; that the said land and property has yielded no income for the petitioner or for his said incompetent wife since the petitioner purchased the same in 1944; and that the petitioner has been forced to expend sums of money to pay the taxes on this real estate without receiving any income therefrom; and that unless this real estate is sold, he will be forced to continue to retain the same without prospects of enjoying any income therefrom which will meet his expenses in connection therewith.

It further appears to the Court by the testimony from discreet and responsible witnesses taken before the examiner of this Court that it is to the best interest and advantage of the said incompetent, Mazie Mary Vito, as well as to the best interest and advantage of the petitioner that a decree for the sale of the land and property described in these proceedings and set forth in the petition should be passed; and that the present market value of the said land is *Twenty, Nine Hundred and Fifty Dollars* ~~Twenty, Nine Hundred and Fifty Dollars~~ *and 7/10 of a dollar*.

It is thereupon this *16<sup>th</sup>* day of November, in the year nineteen hundred fifty-five, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED that James Vito, the petitioner in this cause, be, and he is hereby appointed committee of the person and estate of the said incompetent, Mazie Mary Vito, in Maryland; that the said James Vito, committee as aforesaid, be, and he is hereby authorized, empowered, and directed to join in a private sale of the aforementioned land and property upon payment to the said committee, but not before, of the sum of *17,421.85* ~~Seventeen Hundred Forty-two~~ *and 85/100* dollars by the purchaser or purchasers, which amount of money the Court hereby fixes as the allowance due the estate of the said incompetent, Mazie Mary Vito, in lieu of her right of dower in the aforementioned land and property, pursuant to Equity Rule No. 17 of this Court; and after receiving the aforesaid sum of money representing the allowance in lieu of dower, the said committee shall bring the same into this Court to be distributed under the direction of this Court.

And it is further ADJUDGED, ORDERED, and DECREED that upon confirmation of such sale, the said James Vito, committee as aforesaid, be, and he is hereby authorized, empowered, and directed to join in a conveyance of the aforementioned land and property to the purchaser or purchasers thereof for the purpose of releasing the dower rights therein of the said incompetent, Mazie Mary Vito; and before making such sale, the said James Vito, committee as aforesaid, is hereby required to file in this Court a bond with surety in the penalty of <sup>2000.00</sup> ~~2000.00~~ dollars to be approved by the court or the clerk thereof, conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future order or decree in the premises.

And it is further ADJUDGED, ORDERED, and DECREED that the said petitioner, James Vito, pay the costs incident to these proceedings.

Benjamin Nicholson  
JUDGE

EX PARTE IN THE MATTER OF : NO. 11,538 EQUITY  
 MAZIE MARY VITO, : IN  
 INCOMPETENT : THE CIRCUIT COURT FOR  
 : ANNE ARUNDEL COUNTY  
 : : : : : : :

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James Vito of Washington, District of Columbia, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two thousand (\$2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 25<sup>th</sup> day of November, in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden James Vito by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Committee in the proceedings in the case of "Ex Parte in the Matter of Mazie Mary Vito, Incompetent" No. 11,538 Equity now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden James Vito does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then

*Filed: 25 Nov. 1955*

the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of:

John H. Bussard James Vito (SEAL)  
Nov 21 1955 Notary Public James Vito

As to Surety National Surety Corporation  
BY

Myrtle Stuenkel Maurice J. Doherty  
Attorney-in-fact

Bond approved this 25 Nov. 1955.  
George T. Cromwell,  
Clerk.

EX PARTE IN THE MATTER OF : NO. 11,538 EQUITY  
 MAZIE MARY VITO, : IN THE  
 INCOMPETENT : CIRCUIT COURT  
 : FOR  
 : ANNE ARUNDEL COUNTY

: : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of James Vito, Committee of the person and estate of Mazie Mary Vito, duly appointed by Decree of this Court dated the sixteenth day of November, 1955, in the above entitled case, to convey the property in these proceedings, respectfully shows unto your Honors:

1. That, in compliance with the Decree of this Court, the said Committee duly filed his bond in the penalty of Two thousand dollars (\$2,000) conditioned for the faithful performance of the duties imposed upon him as such Committee of the person and estate of Mazie Mary Vito, with the National Surety Corporation as surety thereon in these proceedings.

2. That, in further compliance with the Decree aforesaid, the said James Vito, Committee of the person and estate of Mazie Mary Vito, has received a down payment of \$2,242.85, and that \$1,742.85 thereof has been deposited in the Farmers National Bank of Annapolis; being the amount fixed in said Decree as the allowance due the estate of said incompetent in lieu of her dower rights.

3. That, pursuant to said Decree, the said Committee, together with himself individually, entered into a Contract of Sale with the Avalon Shores, Inc., dated January 4, 1956, for a sale of the property therein set forth as will be seen by reference to said Contract filed herewith, marked Exhibit "A".

Wherefore, the said James Vito, Committee of the person and estate of Mazie Mary Vito, prays the Court to ratify and con-

firm said sale.

James Vito  
Committee of the person and  
estate of Mazie Mary Vito

DISTRICT OF COLUMBIA, SS:

On this 6 day of February, 1956, before me,  
Oliver B. Shawen the undersigned officer, personally ap-  
peared James Vito, who made oath in due form of law that the mat-  
ters and facts stated herein are true as therein set forth.

Oliver B. Shawen  
Notary Public

Ordered, this \_\_\_\_\_ day of \_\_\_\_\_ in the  
year 1956, that the sale of the property mentioned in these proceed-  
ings made and reported by James Vito, Committee of the person and  
estate of Mazie Mary Vito, be ratified and confirmed, unless cause  
to the contrary be shown on or before the \_\_\_\_\_ day of \_\_\_\_\_  
next, provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County once in each of three successive  
weeks before the \_\_\_\_\_ day of \_\_\_\_\_ next; the Report  
states the amount of sales to be \$20,915.

\_\_\_\_\_  
Judge

Ordered, this \_\_\_\_\_ day of \_\_\_\_\_ in the year  
1956, that the sales within reported be and the same is hereby fi-  
nally ratified and confirmed, no cause to the contrary thereof hav-  
ing been shown, although notice appears to have been given as dir-  
ected by the preceding Order.

\_\_\_\_\_  
Judge

THIS AGREEMENT, Made this 4<sup>th</sup> day of January in the year Nineteen hundred and fifty-six, by and between JAMES VITO, INDIVIDUALLY and JAMES VITO, COMMITTEE OF THE PERSON AND ESTATE OF MAZIE MARY VITO, parties of the first part and AVALON SHORES, INC., a body corporate of the State of Maryland, of the second part.

WITNESSETH, That the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, to wit:

ALL those lots of ground as shown on the plats of Avalon Shores Section "A" and "B", recorded among the Plat Records of Anne Arundel County, which were conveyed to the said James Vito by Avalon Shores, Inc., by deed dated July 3, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 311, folio 346, and more fully described in said deed, saving and excepting therefrom the following:

(a) Lots numbered 12 to 16 (both inclusive) in Block No. 37 as shown on the plat of Avalon Shores, Section "B" which were conveyed by James Vito and wife to George B. Wilkes and wife by deed dated August 26, 1947, and recorded among the said Land Records in Liber J.H.H. No. 434, folio 170.

(b) Bonniewood Drive, as shown on the plat of Avalon Shores, Section "B" recorded among the Plat Records of Anne Arundel County Cabinet No. 1 Rod A-5, plat No. 11, and as described in a deed from James Vito and wife to the County Commissioners of Anne Arundel County dated April 20, 1954, and recorded among said Land Records in Liber J.H.H. No. 830 folio 454.

(c) An easement 10 feet wide to construct storm water drainage facilities to be laid in the right-of-way described in a deed from said James Vito and wife to the County Commissioners of Anne Arundel County, a body corporate, dated April 20, 1954, and recorded among said Land Records in Liber J.H.H. NO. 830, folio 452.

At and for the price of Twenty thousand nine hundred fifty-two hundred  
teen dollars of which Two thousand/forty-two dollars and eighty-five cents have been paid prior to the signing hereof and the balance to be secured by a purchase money mortgage to James Vito in the amount of Eighteen thousand six hundred seventy-two dollars and

Filed FEB 8 1956

Exhibit "C"

fifteen cents without interest payable twenty years from date of said mortgage; the said Mortgagee agrees to release the following lots from said mortgage upon payment as follows:

Lots 11, 13, 23, 25, 27, 28, 29, 30, 31, 39, 41, and 43 in Block 8 at \$100.00 each; Lots 32 and 34 in Block 9 at \$100 each; lots 1 to 35 inclusive in Block 10 at \$100.00 each; lots 62, 64, 66, 67, 68, 69, 70, 71 in Block 13 at \$75.00 each; lots 1, 3, 5, 7, 8, 9, 10, 11, 12, 18, 20, 22, 63, 65 in Block 13 at \$50.00 each; lots 73, 74, 75, 76, 77 and 78 in Block 14 at \$75.00 each; lots 57, 59, and 61 in Block 16 at \$75.00 each; lots 56, 58 and 60 in Block 17, at \$75.00 each; lots 39 and 41 in Block 18 at \$50.00 each; lots 15, 16 and 17 in Block 19 at \$75.00 each; lots 1, 2, 3, 4, in Block 23 at \$100.00 each; and lots 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37 in Block 23 at \$75.00 each; lots 41 and 43 in Block 24 at \$75.00 each; lots 18, 20 and 22 in Block 25 at \$100.00 each; lot 25 in Block 25 at \$15.00; lot 28 in Block 25 at \$25.00 and lots 29, 31, 33, and 35 in Block 25 at \$50.00 each; lots 8, 10, 12, 14, 22, 24, 26, 28, 40, 42, 44, 45, 46, 47, and 48 in Block 26 at \$40.00 each; lots 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 49, 50, 51, 41, 43, 52, 53, and 54 in Block 26 at \$75.00 each; lots 6, 8, 11 and 13 in Block 27 at \$40.00 each; lots 27 and 59 in Block 28 at \$15.00 each; Lots 1, 2, 3, 4, 5, 10, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31 and 33 in Block 29 at \$75.00 each; lots 6, 7, 8, 9, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32 and 34 in Block 29 at \$40.00 each; lots 22, 24, 5, 6, 7, and 8 in Block 31 at \$100.00 each; and lots 1, 2, 3 and 4 in Block 31 at \$50.00 each; lots 8, 9, 10 and 11 in Block 37 at \$125.00 each; lots 1 to 16 inclusive in Block 38 at \$75.00 each; lots 1, 2, 3, 4 in Block 40 at \$50.00 each; lots 15 to 36 inclusive in Block 40 at \$25.00 each; lots 10, 12, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 32, 34, 36, 38, 40, 42, 47, 48, 49 and 50 in Block 41 at \$25.00 each; lots 5, 6, 7, and 8 in Block 42 at \$50.00 each; lots 9, 10, 12, 14, 20, 22, 24, 36 and 38 in Block 42 at \$25.00 each; and lots 21 and 25 in Block 42 at \$15.00 each; lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 13 in Block 43 at \$50.00 each; lots 19, 21 and 23 in Block 44 at \$25.00 each; lots 26, 28 and 30 in Block 44 at \$50.00 each; lots

1,2,3,4 in Block 45 at \$50.00 each; lots 9,10,20,22,23,24,25 and 26 in Block 45 at \$25.00 each; lot 12 in Block <sup>45</sup> \$15.00; lots 7, 8, 9, 10 in Block 46 at \$50.00 each; and lots 1,2,3,4,9,10,11,13,15, 17,19,21,23,25,27,29 and 31 in Block 47 at \$75.00 each; lots 5,6,7, and 8 in Block 47 at \$50.00 each and lots 12, 14, 16, 18,20,22,24, and 26 in Block 47 at \$25.00 each.

This sale is subject to ratification by the Circuit Court of Anne Arundel County in No. 11,538 Equity.

And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

ANY taxes, as well as Documentary stamp taxes, are to be paid by the Purchaser.

WITNESS the hands and seals of the parties of the first part and the corporate name of the Avalon Shores, Inc. by

James Vito, Its President and its corporate seal thereof attested by Catherine Malas, its Secretary.

Witness as to J.V. & J.V.Comm.

Thomas E. Robertson  
THOMAS E. ROBERTSON

James Vito (SEAL)  
James Vito, Individually

James Vito (SEAL)  
James Vito, Committee of the Person and Estate of Mazie Mary Vito

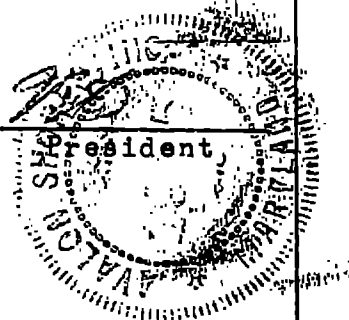
ATTEST:

Catherine Malas  
Secretary

AVALON SHORES, INC.

BY:

James Vito  
President



District of Columbia

SS:-

On this, the fourth day of January, 1956,  
before me, THOMAS E. ROBERTSON, the under-  
signed officer, personally appeared James Vito  
who has been satisfactorily proven to me to be the person  
whose name is subscribed to the within instrument, and ac-  
knowledgeed that he executed the same for the purposes there-  
in contained.

In witness whereof I hereunto set my hand and  
official seal.

Thomas E. Robertson

Notary Public

THOMAS E. ROBERTSON

My Commission expires

July 31, 1956

District of Columbia

SS:-

On this, the fourth day of January, 1956,  
before me, THOMAS E. ROBERTSON, the under-  
signed officer, personally appeared James Vito  
who acknowledged himself to be the President of  
Walton Shores, Inc., a Corporation, and that he,  
as such President, being authorized so to do,  
executed the foregoing instrument for the purposes therein  
contained, by signing the name of the Corporation by himself  
as President.

In witness whereof I hereunto set my hand and  
official seal.

My Commission expires

July 31, 1956

Notary Public  
THOMAS E. ROBERTSON

# ORDER NISI

Ex Parte  
In the Matter of  
~~XXXXXX~~  
Mazie Mary Vito, Incompetent

IN THE  
**CIRCUIT COURT**  
FOR  
ANNE ARUNDEL COUNTY

No. 11,538 Equity

Ordered, this 8th day of February, 19 56, That the sale of the property in these proceedings mentioned made and reported by James Vito, Committee of the person and estate of ~~XXXXXX~~ Mazie Mary Vito,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of March next.

The report states that the amount of sales <sup>was</sup> ~~XXXXXX~~ \$20,915.00.

George J. Cromwell Clerk.

True Copy,

Filed FEB 8 1956  
TEST: \_\_\_\_\_ Clerk.

(Final Order)

Ex Parte  
In the Matter of  
~~XXXXXX~~  
Mazie Mary Vito

IN THE  
**CIRCUIT COURT**  
FOR  
ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, This 20th day of March, 19 56, that the sale made and reported by the ~~Trustee~~ <sup>Committee</sup> aforesaid, be, and the same is hereby ~~fully~~ <sup>partly</sup> Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ <sup>Committee</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson

Filed MAR 20 1956

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,538 Equity

Ex Parte In The Matter Of MAZIE  
MARY VITO, Incompetent

Ordered, this 8th day of February,  
1956, That the sale of the property in  
these proceedings mentioned made and  
reported by James Vito Committee of  
the person and estate of Mazie Mary  
Vito, BE RATIFIED AND CONFIRM-  
ED, unless cause to the contrary there-  
of be shown on or before the 10th day  
of March next; Provided a copy of this  
Order be inserted in some newspaper  
published in Anne Arundel County, once  
in each of three successive weeks before  
the 10th day of March next.

The report states that the amount of  
sale was \$20,015.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-8

## CERTIFICATE OF PUBLICATION

Annapolis, Md., March 19, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,538

Mazie Mary Vito

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 19th

day of March, 1956. The first

insertion being made the 16th day of

February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

MAR 20 1956

Filed

No. M.G. 4741

110

Walter W. Riggins,  
Loretta Heights,  
Annapolis, Maryland.

: No. 11,228 Equity

vs.

In the

Annie Lawrence, ✓  
1519 Argyle Avenue,  
Baltimore, Maryland.

: Circuit Court

for

Lottie Currington, ✓  
9433-159th Street,  
Jamacia, Long Island, N.Y.

: Anne Arundel County

Charles H. Neal, ✓  
2150 Newport Pl., NW,  
Washington, D.C.

Frank Neal, ✓  
1021 West Lanvale Street,  
Baltimore, Maryland.

✓ Helen Neal,  
1316 Fremont Avenue,  
Baltimore, Maryland.

William Neal,  
✓ 1316 Fremont Avenue,  
Baltimore, Maryland.

✓ Ben Gus Neal, ✓  
Millersville, AA Co., Md.

✓ Agnes Neal Wilson, ✓  
1414 Fulton Avenue,  
Baltimore, Maryland.

✓ Blanche Headley, ✓  
255 Sherman Street,  
Westbury, Long Island, New York

✓ Charles W. Neal, ✓  
2313 "N" Street, NW,  
Washington, D.C.

✓ George Neal, ✓  
Lothian, AA Co., Maryland.

✓ Matilda Neal Wilson, ✓  
411 Second Street, SE.,  
Washington, D.C.

✓ Marion Neal Coleman, ✓  
56 Larkin Street,  
Annapolis, Maryland.

✓ John Neal, ✓  
2219 Comac Street,  
Philadelphia, Pa.

✓ Aurelia Neal, ✓  
1631 Ruxton Avenue,  
Baltimore, Maryland.

✓ Daniel Neal, ✓  
1631 Ruxton Avenue,  
Baltimore, Maryland.

Filed 5 Jan., 1955.

✓ Thomas Neal, ✓ :  
 28 Good Street, :  
 Germantown, Philadelphia, Pa. :  
  
 ✓ Helen Gross, ✓ :  
 1808½ Atlantic Avenue, :  
 Brooklyn, New York. :  
  
 ✓ Arthur P. Collins, ✓ :  
 Edgewater, AA Co., Maryland. :  
  
 ✓ Alice Powell Wallace, ✓ :  
 ✓ Mitchellsville, P.G. Co., Md. :  
  
 William Neal, :  
 2609 Penna. Avenue, ? :  
 Baltimore, Maryland. :  
  
 Thomas Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Sarah Powell Williams, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Hilton Powell, :  
 Mitchellsville, P. G. Co., Md. :  
  
 Elizabeth Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 James Powell, ✓ :  
 Mitchellsville, P.G. Co., Md. :  
  
 Elzine Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Ellen Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Melvin Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Albert Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Mae Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Richard Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Earl Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 Fred Powell, ✓ :  
 Mitchellsville, P. G. Co., Md. :  
  
 John W. Powell, :  
 Mitchellsville, P. G. Co. *? pulled in* :  
*accident* :  
  
 Robert Powell, ✓ :  
 Churchton, A. A. Co., Md. :  
  
 Leon Powell, ✓ :  
 Cumberstone, AA Co., Md. :  
  
 Lillian White, ✓ :  
 Edgewater, AA Co., Md. :  
  
 :

James Powell, ✓  
Lothian, AA Co., Maryland. :

William Powell, ✓  
West River, AA Co., Maryland. :

Bessie Mackell, ✓  
Harwood, AA Co., Maryland. :

Mrs. Andrew Thompson, ✓  
Churchton, AA Co., Maryland. :

Charles Powell, ✓  
Friendship, AA Co., Maryland. :

John Powell, ✓  
Upper Marlboro, Maryland. :

Joseph Powell, ✓  
Tracey's Landing, Maryland. :

Minnie Neal, ✓  
Edgewater, AA Co., Maryland. :

Samuel Neal, Jr., ✓  
Edgewater, AA Co., Maryland. :

Frances Gross, ✓  
Edgewater, AA Co., Maryland. :

Rebecca Smith, ✓  
Edgewater, AA Co., Maryland. :

And all other unknown heirs  
of Daniel Neal, deceased. :

: : : : : : : : : : :

BILL OF COMPLAINT FOR SALE FOR PURPOSE OF PARTITION

To the Honorable, the Judge of said Court:

Your Orator, humbly complaining, says:

1.

That on or about the 4th day of February, 1951, Daniel Neal died intestate seized and possessed of a parcel of land lying, being and situate at Beaver Dam Hill, near Parole, in Anne Arundel County, which is more fully described in a deed hereinafter to be filed in this cause and marked Plaintiff's Exhibit No. 1.

3

2.

That letters of administration were taken out in the Orphans Court for Anne Arundel County on the estate of Daniel Neal who left no personal property and his estate was closed by his widow, who, having paid his debts and elected to take her statutory rights in her husband's real estate at the appraised value thereof, the Orphans Court for Anne Arundel County by its order dated the 31st day of August, 1954, awarded her a 933% share in the real estate and the remaining 067% to the other heirs of Daniel Neal as will more fully appear by reference to a certified copy of the decree in the Orphans Court for Anne Arundel County marked Plaintiff's Exhibit No. 2.

3.

That Daniel Neal left no children but was survived by a widow and by the following brothers and sisters and children of deceased brothers and sisters, to wit:

1. Annie Lawrence, a sister, who is entitled to 0067% share.
2. Lottie Currington, a sister, who is entitled to a 0067% share.
3. Charles Neal, a brother, who is entitled to a 0067% share.
4. The following heirs of John Neal, a brother, who died intestate leaving surviving him the following children:
  - (a) Frank Neal, a son of John Neal, deceased, who is entitled to a 001675% share.
  - (b) William Neal, a deceased son of John Neal, who left surviving him a widow and a son
    - (1) Helen Neal, widow, being entitled to a 000558% share plus \$2000 statutory allowance. *deed*
    - (2) William Neal, son, being entitled to a 001117% share minus \$2000 statutory allowance. *deed*
  - (c) Ben Gus Neal, a son of John Neal, deceased, who is entitled to a 001675% share.
  - (d) Agnes Neal Wilson, a daughter of John Neal, deceased, who is entitled to a 001675% share.
5. Thomas Neal, deceased brother, who died intestate, leaving surviving him the following heir:
  - (a) Blanche Headley, a daughter, who is entitled to a 0067% share.
6. William Neal, a deceased brother, who died intestate, leaving surviving him the following eight children:

- (a) Charles Neal, a son, who is entitled to a 0008375% share.
- (b) George Neal, a son, who is entitled to a 0008375% share.
- (c) Matilda Neal Wilson, a daughter, who is entitled to a 0008375% share.
- (d) Marion Neal Coleman, a daughter, who is entitled to a 0008375% share.
- (e) John Neal, a son, who is entitled to a 0008375% share.
- (f) Aurelia Neal, a daughter, who is entitled to a 0008375% share.
- (g) Daniel Neal, a son, who is entitled to a 0008375% share.
- (h) Thomas Neal, a son, who is entitled to a 0008375% share.

7. Eliza Neal Anderson, a sister, who died intestate and left surviving her one child, to wit:

- (a) Helen Cross, a daughter, who is entitled to a 0067% share.

8. Helen Collins, a sister, who died intestate and left surviving her 16 children, to wit:

- ✓(a) Arthur Collins, a son, who is entitled to a 00042% share.
- ✓(b) Alice Powell Wallace, a daughter, who is entitled to a 00042% share.
- ✓(c) Thomas Powell, a son, who is entitled to a 00042% share.
- ✓(d) Sarah Powell Williams, a daughter, who is entitled to a 00042% share.
- ✓(e) Hilton Powell, a son, who is entitled to a 00042% share.
- ✓(f) Elizabeth Powell, a daughter, who is entitled to a 00042% share.
- ✓(g) James Powell, a son, who is entitled to a 00042% share.
- ✓(h) Elzina Powell, a daughter, who is entitled to a 00042% share.
- ✓(i) Ellen Powell, a daughter, who is entitled to a 00042% share.
- ✓(j) Melvin Powell, a son, who is entitled to a 00042% share.
- ✓(k) Albert Powell, a son, who is entitled to a 00042% share.
- ✓(l) Mae Powell, a daughter, who is entitled to a 00042% share.
- ✓(m) Richard Powell, a son, who is entitled to a 00042% share.
- ✓(n) Earl Powell, a son, who is entitled to a 00042% share.
- ✓(o) Fred Powell, a son, who is entitled to a 00042% share.
- ✓(p) John W. Powell, a son, who is entitled to a 00042% share.

9. Bessie Neal Powell, a deceased sister, who died intestate and left surviving her 10 children, to wit:

- ✓(a) Robert Powell, a son, who is entitled to a 00067% share.
- ✓(b) Leon Powell, a son, who is entitled to a 00067% share.
- ✓(c) Lillian White, a daughter, who is entitled to a 00067% share.

- (d) James Powell, a son, who is entitled to a 00067% share
- (e) William Powell, a son, who is entitled to a 00067% share.
- (f) Bessie Mackall, a daughter, who is entitled to a 00067% share.
- (g) Mrs. Andrew Thompson, a daughter, who is entitled to a 00067% share.
- (h) Charles Powell, a son, who is entitled to a 00067% share.
- (i) John Powell, a son, who is entitled to a 00067% share.
- (j) Joseph Powell, a son, who is entitled to a 00067% share.

10. Samuel Neal, a brother, who departed this life September 11th, 1954, and left surviving him as his heirs at law the following:

- (a) Mima Neal, widow, being entitled to a 000223% share plus \$2000 statutory allowance.
- (b) Samuel Neal, Jr., a son, being entitled to a 00149% share minus \$2000 statutory allowance.
- (c) Frances Gross, a daughter, being entitled to a 00149% share minus \$2000 statutory allowance.
- (d) Rebecca Smith, a daughter, being entitled to a 00149% share minus \$2000 statutory allowance.

4.

That by deed dated the 24th day of September, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867, folio 161, Sarah Neal, widow, did convey all her right, title, interest and estate in said realty of Daniel Neal, deceased, to Walter W. Riggins, as will more fully appear by reference to a certified copy of said deed filed herewith as Plaintiff's Exhibit No. 3.

5.

That said property cannot be divided in kind without material loss or injury.

6.

That all of the defendants are adults.

7.

That no letters of administration were taken out on the estates of

Helen Collins  
 Samuel Neal  
 John Neal  
 William Neal  
 Thomas Neal  
 Bessie Neal Powell  
 William Neal  
 Eliza Neal Anderson

and none of them left any personal estate.

To the end; therefore:

1. That the real estate of Daniel Neal mentioned in these proceedings may be sold for the purpose of partition and that the proceeds arising therefrom might be distributed among those entitled to the same.
2. That in the decree for the sale that a notice to creditors might be given directing all creditors of Samuel Neal, John Neal, William Neal, Thomas Neal, Bessie Neal Powell, William Neal, Eliza Neal Anderson and Helen Collins. to file their claims duly authenticated with the clerk of the Circuit Court for Anne Arundel County within ninety (90) days after said notice otherwise that said creditors' claims be barred.
3. And for such other and further relief as his case may require.

And as in duty bound, etc.

*George B. Woelfel*  
 George B. Woelfel  
 Solicitor for Plaintiff  
 9-11 School Street  
 Annapolis, Md.

This Deed made this 6th day of May, 1913, by and between Winson G. Gott, Trustee, as hereinafter mentioned, party of the first part, and Daniel Neal, party of the second part, all of Anne Arundel County, Maryland, Witnesseth;-

Whereas, by a decree of the Circuit Court for Anne Arundel County, Maryland,, dated December 31-1912, and passed in an Equity Cause, No. 3677, insaid Court depending, wherein Missouri Parker and Missouri Parker, next friend of Margaret Parker, infant, were the complainants, and Margaret Parker, infant, was the defendant, the said Winson G. Gott was appointed Trustee, with authority to sell the real estate, he reinafter mentioned, and hereby conveyed; and

Whereas, after complying with all the pre-requisites of said decree, the said Trustee offered the said property, in said proceedings mentioned, at private sale, and sold the same to the said Daniel Neal, on the 14th day of February, 1913, at and for the sum of Twelve hundred dollars (1200.00) Whereas, the said sale has been duly reported, to, and finally ratified and confirmed, by said Court, and the purchase money, aforesaid, fully paid by the said Daniel Neal, he is entitled to a deed of said property, the said Trustee, being in law duly authorized to execute a deed for the same.-

Now Therefore, THis Deed Witnesseth; That for and in consideration of the sum of Five Dollars (\$5.00) paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the unto the said party of the second part, his heirs and assigns.-

All the right, title, interest and estate of all the parties to the aforesaid cause, and of all those claiming by, from or under them, or either of the, in and to-

11.2.28 Eg  
Reginald Lawrence  
Examiner's Edw. A.  
E. Clavans  
Examiner

Re-filed 30 Aug, 1953. Filed 5 Jan, 1953.

All that lot or parcel of ground, situate in the Second Election District of Anne Arundel County, Maryland, near Parole Station, on the Northwest side of the South River road, and described according to a plat and survey made thereof by E. Lacey Chinn, Surveyor, on the 24th day of March, 1904, as follows;-

Beginning for the same at the second line of the whole tract, as conveyed to F. L. Combs, at a white marble stone, and running thence with the outlines of the whole tract, south, 5 degrees, 45 minutes, east, 800 feet to the center of the South River Road; thence leaving the outlines and running thence with the center of the above mentioned road, North 41-1/2 degrees, East, 1036 feet to intersect the second line of the whole tract; thence with the said second line, north, 89-degrees 15 minutes west, 1185 feet to the beginning stone, containing 6.78 acres of land, more or less; saving and excepting therefrom all that tract of land, which was conveyed by George Parker and the said Missouri Parker, his wife, to James Abrams by deed of August 18-1911, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 84-folio 426, containing .55 acres of land more or less, thus leaving a residue of 6.23 acres of land, more or less, which is intended to be hereby conveyed to the said Daniel Neal, the said party of the second part. Being a part of the same property, which was conveyed to the said George Parker by Frederick L. Combs and wife, et al by deed dated the 29th day of March, 1904, recorded among the aforesaid Land Records in Liber G. W. No-36- folio 85;- also being a part of the same tract of land, conveyed, to the said F. L. Combs by Ida E. Carling, et al, by deed dated the 23rd day of January, 1906, referred among the aforesaid Land Records in Liber G. W. No. 1-folio 98.-

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.-

To Have and To Hold the above described property unto and to the proper use and benefit of the said Daniel Neal, his heirs and assigns, forever in fee simple.-

Witness the hand and seal of the said Trustee.-

Test;- Thomas O. Gott;- Winson G. Gott, (seal)-Trustee.-

State of Maryland, Anne Arundel County, to-wit;-

I hereby certify, that on this 6th day of May, 1913, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Winson G. Gott, Trustee as aforesaid, and acknowledged the foregoing deed to be his act.-

Witness my hand and Notarial Seal.-

(Notary's Seal)-Thomas O. Gott- Notary Public-

Recorded 6th May 1913.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber G. W. 96 Folio 452, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 4th. day of January, A. D., 1954.



*John H. Hopkins, 3rd.* Clerk.  
John H. Hopkins, 3rd., Clerk.

In the Matter	:	In the
of the Estate	:	Orphans Court
of	:	for
Daniel Neal, deceased.	:	Anne Arundel County

## DECREE AWARDING WIDOW SHARE IN REALTY

This cause coming before the Court for a final determination of the widow's allowance and her share in the husband's realty, the proceedings were read and considered by the Court;

And it appearing to this Court that the deceased husband died intestate leaving surviving him a widow, no father or mother, or any children, the other heirs at law being brothers and sisters and children of deceased brothers and sisters, who take per stirpes. That the total estate of the deceased consisted of one cow that sold for \$50 and several acres of land improved by two dwellings, the total real estate appraisal being for \$6,000.00. One of the dwellings was erected during the decedent's life time, in fact, just prior to his death but was not paid for by him and the widow petitioned this Court for authority to pay off said debts and to be reimbursed from this estate, which order has been previously passed by this Court; so that for the purpose of determining the appraised value of the land of which the husband died seized and possessed this Court is of the opinion that the aforesaid amount of \$1645.82 should be deducted from the \$6,000.00 thereby leaving a balance of \$4,354.18. Moreover, the State Roads Commission of Maryland has condemned a parcel of land from this tract and has deposited \$700.00 in the Circuit Court for Anne Arundel County as the fair market value of the land taken, this sum, we believe, should also be taken from the balance of \$4,354.18 and there remains the sum of \$3,654.18 as the appraised value of said land. And it appearing to the Court that Daniel Neal, during his life time, agreed to sell several lots of this land to individuals who have

agreed to sell several lots of this land to individuals who have  
 11.228 E9 Piquette Lawrence  
 Re. filed 30 Aug, 1953 Filed 5 Jan, 1953 EXAMINER'S EX-2  
 E. Olausson

Plautus exhibit A 2

filed petitions in this Court to pay off the balance due thereon and have the Administrator execute a deed to them and under orders of this Court the original tract of land has been reduced by the execution of the deeds for which the sum of \$635.00 has been paid the Administrator; we feel that there should be a corresponding reduction in the appraised value of the real estate at least to the extent of \$635.00 paid in this Court for the same, the balance being \$3,019.18, and from this balance this Court deducts the amount of unpaid debts of \$709.53 which the widow advanced and we conclude that the sum of \$2,309.65 is the true appraised value of the land the decedent left. The childless widow elected to have her statutory allowance of \$2,000. deducted from the appraised value of the real estate. We subtract this amount from the said \$2,309.65 and left a balance of \$309.65 in appraised value remaining; from this amount according to our computation, we also allowed the widow one-half of the remaining \$154.82 in appraised value and the heirs of the decedent the remaining one-half, figuring these amounts in percentages is the only manner by which this Court feels it can allocate the wife's share.

It is 31st day of August, in the year 1954, ADJUDGED, ORDERED and DECREED by the Orphans Court for Anne Arundel County, that Sarah Neal, widow of Daniel Neal, deceased, be, and she is entitled to and hereby awarded .933% of real estate; and the remaining heirs .067% of the realty, said award being made to the aforesaid parties as tenants in common in fee simple.

And it is further ORDERED by the authority aforesaid that the said Sarah Neal, widow, be, and she is hereby decreed to have a lien upon the remaining share of this estate awarded to the other heirs to the extent of \$354.76 representing one-half of the overpayment made by her in this cause, plus \$1645.82 advanced by Sarah Neal, total lien being \$2000.58.

True Copy, Test:

*R. Glenn [Signature]*  
Register of Wills for Anne Arundel County

Owain E. Owens C.J.

Joseph O. H. Fowler A.J.

A.J.

(INT. REV. STAMPS \$4.40) (MD. STATE STAMPS \$4.40)

THIS DEED, Made this 24 day of September, 1954, by and between Sarah Neal, widow, hereinafter called party of the first part, and Walter W. Riggins, hereinafter called party of the second part, witnesseth:

THAT FOR AND IN CONSIDERATION of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, all of her right, title, interest and estate as the widow of Daniel Neal in and to all those two parcels of ground lying, being and situate in the City of Annapolis (Election District 6 A) and the Second Election District and more particularly described as follows:

PARCEL NO. 1 (City of Annapolis and 2nd Election District

BEGINNING for the same at a pipe set on the west side of the Old State Road leading from Camp Parole to the South River Bridge, said point of beginning being at the southern extremity of a conveyance from Daniel Neal and Sarah Neal, his wife, to Anthony Brown and wife (JHH No. 596, folio 171 and see confirmatory deed in JHH. No. 732, folio 100) and 200 feet from the northeast corner of the entire tract of 6.23 acres, which was conveyed by Winson G. Gott, Trustee, to Daniel Neal by deed recorded among the Land Records of Anne Arundel County in Liber G.W. No. 96, folio 452 (said northeast corner of said 6.23 acre tract being located South  $34^{\circ}22'40''$  West 41.87 feet from Annapolis City Monument 12360); thence leaving the beginning point so fixed on the side of the South River Road and running with the southwest side or division line of the aforesaid Anthony Brown property North  $53^{\circ}39'20''$  West, 241.45 feet to the northern outline of the aforesaid 6.23 acre tract, thence with the said northern outline thereof South  $86^{\circ}$  West, 281 feet, more or less, to the east side of the new State Highway to South River, thence with the east side of said new State Highway in a southwesterly direction, 305 feet; more or less, to the outline of the aforesaid

1.

11,228 Eg - Riggins-Lawrence  
EXAMINER'S EXH. 1  
E. Lawrence  
Examiner

Re. filed 30 Aug, 1955 Filed 5 Jan, 1955

6.23 acre tract: thence with said westerly outline 43 feet, more or less, to the rear line of Lot No. 7 as is shown on an unrecorded plat of the property of Daniel Neal surveyed and prepared by J. R. McCrone, Jr., Surveyor, in July, 1950; thence with the rear line of Lot No. 7 in a southeasterly direction, 14 feet, more or less, to the division line between lots 6 and 7 as shown on said plat; thence with said division line in a northeasterly direction 100 feet to the south side of a 30 foot road as designated on said plat; thence with the south side of said 30 foot road in a southeasterly direction 50 feet to the division line between Lots 6 and 5 as shown on said plat; thence with and along said division line in a southwesterly direction 100 feet to the rear line of Lot 5; thence in a southeasterly direction with and along the rear lines of Lot 5, 50 feet to the division line between Lots 5 and 4; thence with and along the division line between Lots 5 and 4 in a northeasterly direction 100 feet to the south side of the aforesaid 30 foot road; thence with and along the south side of said 30 foot road, 222 feet, more or less, to the west side of the Old South River Road; thence with the west side of the Old South River Road in a northeasterly direction, 32 feet, more or less, to the southwest side of Lot 8 as shown on said plat (said Lot 8 having been conveyed together with Lot 9 by Sarah Neal and George Rullman, Administrator, to George Brown and wife by deed recorded in Liber JHH No. 699, folio 302); thence with and along the southwest side of said Lots 8 and 9 (being the north side of said 30 foot road) 97 feet, more or less, to the division line between Lots 9 and 10; thence with and along said division line between Lots 9 and 10 in a northeasterly direction, 100 feet to the northeast or rear line of Lots 9 and 10; thence with and along the rear lines of Lots 9 and 8 in a southeasterly direction, 138 feet, more or less, to the west side of the Old South River Road; thence with and along the west side of the old South River Road approximately North 62° East, 85 feet, more or less, and North 35° 22' 40" West, 161 feet, more or less, to the place of beginning.

PARCEL NO. 2 (2nd Election District)

Beginning for the same at the same point of beginning set forth in conveyance of 6.23 acre tract from Winson G. Gott, Trustee, to Daniel Neal as recorded among the Land Records aforesaid in Liber GW No. 96, folio 452; and running from said beginning point so fixed and with and among the westerly outline of said 6.23 acre tract, South 5° East, 123 feet, more or less, to the West side of the new State Highway to South River; thence with and along the west side of said new State Highway in a northeasterly direction, 137 feet, more or less, to the northerly outline of said 6.23 acre tract; thence with and along the northerly outline of said 6.23 acre tract in a westerly direction, 80 feet, more or less, to the place of beginning.

SAID PARCELS No. 1 and 2 BEING parts of the original 6.23 acre tract conveyed by Winson G. Gott, Trustee, to Daniel Neal by deed dated May 6, 1913, and recorded among the Land Records aforesaid in Liber GW No. 96, folio 452; the said Daniel Neal, husband of the said party of the first part, having departed this life intestate.

TOGETHER with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, peivileges and appurtenances thereto belonging or in aywise appertaining.

TO HAVE AND TO HOLD all right, title, interest and estate of the said party of the first part in and to the property above-described unto the proper use and benefit of the said party of the second part, his heirs and assigns, in fee simple, subject to the easement areas bordering the east and west sides of the new State Highway leading to South River.

AND the said party of the first part does hereby COVENANT that she will warrant specially the title to the property hereby conveyed and that she will exercise such other and further assurances thereof as may be requisite.

WITNESS the hand seal of the Grantor.

s/ SARAH NEAL (SEAL)  
Sarah Neal, widow.

Witness:

s/ Ola W. Gardner,  
Ola W. Gardner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 24 day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Sarah Neal, widow, and acknowledged the foregoing deed to be her act.

Witness my hand and seal Notarial.

s/ OLA GARDNER,

Notary Public.

(Notarial Seal)

Ola Gardner

Recorded- 28 Sept. 1954, at 12:55 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing DEED was truly taken and copied from Liber J.H.H. No. 867, folio 161, one of the Land Record Books for Anne Arundel County.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 4th day of January, A. D., 1955.



John H. Hopkins, 3rd.  
Clerk.

Walter W. Riggins

:

No. 11,228 Equity

:

In the

vs.

:

Circuit Court

:

for

Annie Lawrence, et al

:

Anne Arundel County

: : : : : : : : : : : :

ORDER OF PUBLICATION

The object of this bill is that the real estate of Daniel Neal mentioned in these proceedings may be sold for the purpose of partition and that the proceeds arising therefrom might be distributed among those entitled to the same; that in the decree for the sale that a notice to creditors might be given directing all creditors of Samuel Neal, John Neal, William Neal, Thomas Neal, Bessie Neal Powell, William Neal, Eliza Neal Anderson and Helen Collins to file their claims duly authenticated with the clerk of the Circuit Court for Anne Arundel County within ninety (90) days after said notice otherwise that said creditors' claims be barred and for such other and further relief as his case may require.

The Bill recites:

That on or about the 4th day of February, 1951, Daniel Neal died intestate seized and possessed of a parcel of land lying, being and situate at Beaver Dam Hill, near Parole, in Anne Arundel County, which is more fully described in a deed hereinafter to be filed in this cause and marked Plaintiff's Exhibit No. 1.

That letters of administration were taken out in the Orphans Court for Anne Arundel County on the estate of Daniel Neal who left no personal property and his estate was closed by his widow, who, having paid his debts and elected to take her statutory rights in her husband's real estate at the appraised value thereof, the Orphans Court for Anne Arundel County by its order dated the 31st day of August, 1954, awarded her a 933% share in the real

*Filed 5 Jan, 1955.*

estate and the remaining 067% to the other heirs of Daniel Neal as will more fully appear by reference to a certified copy of the decree in the Orphans Court for Anne Arundel County marked Plaintiff's Exhibit No. 2.

That Daniel Neal left no children but was survived by a widow and by the following brothers and sisters and children of deceased brothers and sisters, to wit:

1. Annie Lawrence, a sister, who is entitled to 0067% share.
2. Lottie Currington, a sister, who is entitled to a 0067% share.
3. Charles Neal, a brother, who is entitled to a 0067% share.
4. The following heirs of John Neal, a brother, who died intestate leaving surviving him the following children:
  - (a) Frank Neal, a son of John Neal, deceased, who is entitled to a 001675% share.
  - (b) William Neal, a deceased son of John Neal, who left surviving him a widow and a son
    - (1) Helen Neal, widow, being entitled to a 000558% share plus \$2000 statutory allowance.
    - (2) William Neal, son, being entitled to a 001117% share minus \$2000 statutory allowance.
  - (c) Ben Gus Neal, a son of John Neal, deceased, who is entitled to a 001675% share.
  - (d) Agnes Neal Wilson, a daughter of John Neal, deceased, who is entitled to a 001675% share.
5. Thomas Neal, deceased brother, who died intestate, leaving surviving him the following heir:
  - (a) Blanche Headley, a daughter, who is entitled to a 0067% share.
6. William Neal, a deceased brother, who died intestate, leaving surviving him the following eight children:
  - (a) Charles Neal, a son, who is entitled to a 0008375% share.
  - (b) George Neal, a son, who is entitled to a 0008375% share.
  - (c) Matilda Neal Wilson, a daughter, who is entitled to a 0008375% share.
  - (d) Marion Neal Coleman, a daughter, who is entitled to a 0008375% share.
  - (e) John Neal, a son, who is entitled to a 0008375% share.
  - (f) Aurelia Neal, a daughter, who is entitled to a 0008375% share.
  - (g) Daniel Neal, a son, who is entitled to a 0008375% share.
  - (h) Thomas Neal, a son, who is entitled to a 0008375% share.

7. Eliza Neal Anderson, a sister, who died intestate and left surviving her one child, to wit:
  - (a) Helen Cross, a daughter, who is entitled to a 0067% share.
8. Helen Collins, a sister, who died intestate and left surviving her 16 children, to wit:
  - (a) Arthur Collins, a son, who is entitled to a 00042% share.
  - (b) Alice Powell Wallace, a daughter, who is entitled to a 00042% share.
  - (c) Thomas Powell, a son, who is entitled to a 00042% share.
  - (d) Sarah Powell Williams, a daughter, who is entitled to a 00042% share.
  - (e) Hilton Powell, a son, who is entitled to a 00042% share.
  - (f) Elizabeth Powell, a daughter, who is entitled to a 00042% share.
  - (g) James Powell, a son, who is entitled to a 00042% share.
  - (h) Elzina Powell, a daughter, who is entitled to a 00042% share.
  - (i) Ellen Powell, a daughter, who is entitled to a 00042% share.
  - (j) Melvin Powell, a son, who is entitled to a 00042% share.
  - (k) Albert Powell, a son, who is entitled to a 00042% share.
  - (l) Mae Powell, a daughter, who is entitled to a 00042% share.
  - (m) Richard Powell, a son, who is entitled to a 00042% share.
  - (n) Earl Powell, a son, who is entitled to a 00042% share.
  - (o) Fred Powell, a son, who is entitled to a 00042% share.
  - (p) John W. Powell, a son, who is entitled to a 00042% share.
9. Bessie Neal Powell, a deceased sister, who died intestate and left surviving her 10 children, to wit:
  - (a) Robert Powell, a son, who is entitled to a 00067% share.
  - (b) Leon Powell, a son, who is entitled to a 00067% share.
  - (c) Lillian White, a daughter, who is entitled to a 00067% share.
  - (d) James Powell, a son, who is entitled to a 00067% share.
  - (e) William Powell, a son, who is entitled to a 00067% share.
  - (f) Bessie Mackall, a daughter, who is entitled to a 00067% share.
  - (g) Mrs. Andrew Thompson, a daughter, who is entitled to a 00067% share.
  - (h) Charles Powell, a son, who is entitled to a 00067% share.
  - (i) John Powell, a son, who is entitled to a 00067% share.
  - (j) Joseph Powell, a son, who is entitled to a 00067% share.

10. Samuel Neal, a brother, who departed this life September 11th, 1954; and left surviving him as his heirs at law the following:

- (a) Mima Neal, widow, being entitled to a 000223% share plus \$2000 statutory allowance.
- (b) Samuel Neal, Jr., a son, being entitled to a 00149% share minus \$2000 statutory allowance.
- (c) Frances Gross, a daughter, being entitled to a 00149% share minus \$2000 statutory allowance.
- (d) Rebecca Smith, a daughter, being entitled to a 00149% share minus \$2000 statutory allowance.

That by deed dated the 24th day of September, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867, folio 161, Sarah Neal, widow, did convey all her right, title, interest and estate in said realty of Daniel Neal, deceased, to Walter W. Riggins, as will more fully appear by reference to a certified copy of said deed filed herewith as Plaintiff's Exhibit No. 3.

That said property cannot be divided in kind without material loss or injury.

That all of the defendants are adults.

That no letters of administrations were taken out on the estates of Helen Collins, Samuel Neal, John Neal, William Neal, Thomas Neal, Bessie Neal Powell, William Neal, Eliza Neal Anderson and none of them left any personal estate.

It is thereupon, this <sup>January</sup> 5<sup>th</sup> day of ~~December~~, in the year 1954, by the Circuit Court for Anne Arundel County, ORDERED, that the plaintiff, Walter W. Riggins, by causing a copy of this order to be inserted in some daily newspaper published in the City of Annapolis, once a week for four successive weeks, before the 9<sup>th</sup> day of <sup>February</sup>, 1955, giving notice to the said non-resident defendants of the object and substance of this bill of complaint, and warning them to be and appear in this honorable Court in person or by solicitor, on or before the 25<sup>th</sup> day of <sup>February</sup>, 1955, to show cause, if any they have, why the decree should not be passed as prayed.

John H. Hopkins, 3rd,  
Clerk

Walter W. Riggins, : No. 11228 Equity  
: In the Circuit Court  
vs. : for  
: Anne Arundel County  
Annie Lawrence, et al. :

: : : : : : : :

PETITION OF JAMES T. NEAL TO INTERVENE AND FILE AN  
ANSWER AND ORDER OF COURT THEREON.

: : : : : : : :

To the Honorable, the Judge of said Court:

The petition of James T. Neal respectfully shows:

1.

That there is on file in this Honorable Court the case of  
Walter W. Riggins, plaintiff, vs. Annie Lawrence, et al, the same  
being No. 11228 Equity.

2.

That in the fourth paragraph thereof, subsection 10, wherein  
it is recited that Samuel Neal, brother of Daniel Neal, died and  
left surviving him as his heirs at law Mima Neal, widow of Samuel  
Neal, and under sections "B", "C" & "D" their three children, to  
wit: Samuel Neal, Jr., Frances Gross and Rebecca Smith. That there  
should be added another section "E" Charlotte Neal, who married  
Wilbur Holland, said Wilbur Holland having departed this life in  
1949 and Charlotte Neal Holland, daughter of Samuel Neal, departed  
this life in 1950 in Anne Arundel County and they left surviving  
them as their only heir at law your Petitioner James T. Neal, an  
adult, age 25.

3.

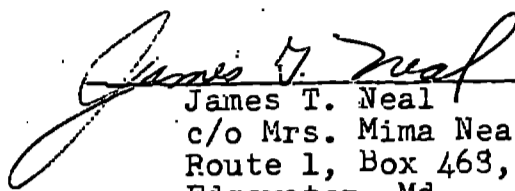
That letters of administration were taken out on her estate  
by John H. Hopkins, 4th.

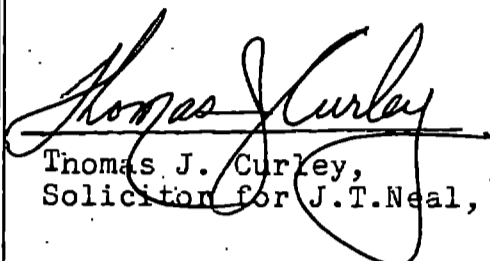
Wherefore, your Petitioner, prays:

1. That he may be permitted to intervene as a  
party defendant in this cause.

*Filed 21 Jan, 1955*

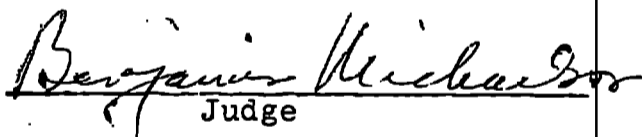
2. And for such other and further relief as his case may require.

  
James T. Neal  
c/o Mrs. Mima Neal,  
Route 1, Box 463,  
Edgewater, Md.

  
Thomas J. Curley,  
Solicitor for J.T. Neal,

ORDER OF COURT

Upon the foregoing petition, it is this 24<sup>th</sup> day of January, 1955, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that James T. Neal be, and he is hereby made a party defendant in the above entitled cause with leave to file his answer.

  
Judge

Filed 24 Jan, 1955

Walter W. Riggins	:	No. 11228	Equity
	:		In the
vs.	:		Circuit Court
	:		for
Annie Lawrence, at al	:		Anne Arundel County
	:		

: : : : : : : : :

ANSWER OF JAMES T. NEAL

To the Honorable, the Judge of said Court:

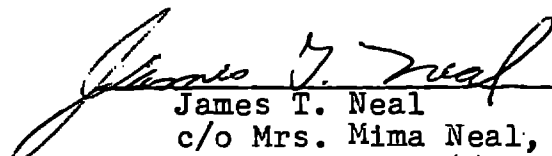
The answer of James T. Neal respectfully shows:

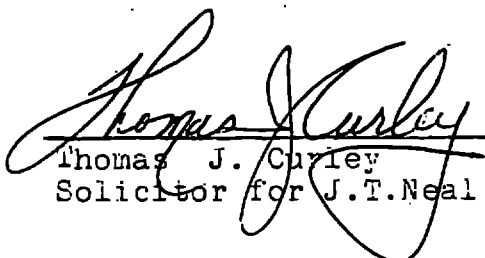
1.

This Defendant admits that the real estate in these proceedings mentioned cannot be divided in kind without material loss or injury.

And having answered said bill of complaint as fully as he is advised is necessary he prays that the same be dismissed.

And as in duty bound, etc.

  
James T. Neal  
c/o Mrs. Mima Neal,  
Route 1, Box 468,  
Edgewater, Md.

  
Thomas J. Curley  
Solicitor for J.T. Neal

Filed 25 Jan, 1955.

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 7, 1955

We hereby certify, that the annexed

Order Publication - Ex 11228Piggins vs. Lawrence

was published in

Evening Capitala newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4successive weeks before the 9thday of February, 1955. The firstinsertion being made the 7th day ofJanuary, 1955.  
THE CAPITAL-GAZETTE PRESS, INC.By Marie TateFiled 7 Feb., 1955

WALTER W. RIGGINS  
Vs.  
ANNIE LAWRENCE, et al

## ORDER OF PUBLICATION

The object of this bill is that the real estate of Daniel Neal mentioned in these proceedings may be sold for the purpose of partition and that the proceeds arising therefrom might be distributed among those entitled to the same; that in the decree for the sale that a notice to creditors might be given directing all creditors of Samuel Neal, John Neal, William Neal, Thomas Neal, Bessie Neal Powell, William Neal, Eliza Neal Anderson and Helen Collins to file their claims duly authenticated with the clerk of the Circuit Court for Anne Arundel County within ninety (90) days after said notice otherwise that said creditors' claims be barred and for such other and further relief as his case may require.

The Bill recites:

That on or about the 4th day of February, 1951, Daniel Neal died intestate seized and possessed of a parcel of land lying, being and situate at Beaver Dam Hill, near Parole, in Anne Arundel County, which is more fully described in a deed hereinafter to be filed in this cause and marked Plaintiff's Exhibit No. 1.

That letters of administration were taken out in the Orphans Court for Anne Arundel County on the estate of Daniel Neal who left no personal property and his estate was closed by his widow, who, having paid his debts and elected to take her statutory rights in her husband's real estate at the appraised value thereof, the Orphans Court for Anne Arundel County by its order dated the 31st day of August, 1954, awarded her a 83 1/3% share in the real estate and the remaining 007% to the other heirs of Daniel Neal as will more fully appear by reference to a certified copy of the decree in the Orphans Court for Anne Arundel County marked Plaintiff's Exhibit No. 2.

That Daniel Neal left no children but was survived by a widow and by the following brothers and sisters and children of deceased brothers and sisters, to wit:

1. Annie Lawrence, a sister, who is entitled to 0087% share.
2. Lottie Currington, a sister, who is entitled to a 0067% share.
3. Charles Neal, a brother, who is entitled to a 0067% share.
4. The following heirs of John Neal, a brother, who died intestate leaving

surviving him the following children:  
(a) Frank Neal, a son of John Neal, deceased, who is entitled to a 001675% share.

(b) William Neal, a deceased son of John Neal, who left surviving him a widow and a son

(1) Helen Neal, widow, being entitled to a 000638% share plus \$2,000 statutory allowance.

(2) William Neal, son, being entitled to a 001117% share minus \$2,000 statutory allowance.

(c) Ben Gus Neal, a son of John Neal, deceased, who is entitled to a 001675% share.

(d) Agnes Neal Wilson, a daughter of John Neal, deceased, who is entitled to a 001675% share.

5. Thomas Neal, deceased brother, who died intestate, leaving surviving him the following heirs:

(a) Blanche Headley, a daughter, who is entitled to a 0067% share.

6. William Neal, a deceased brother, who died intestate, leaving surviving him the following eight children:

(a) Charles Neal, a son, who is entitled to a 0008375% share.

(b) George Neal, a son, who is entitled to a 0008375% share.

(c) Matilda Neal Wilson, a daughter, who is entitled to a 0008375% share.

(d) Marlon Neal Coleman, a daughter, who is entitled to a 0008375% share.

(e) John Neal, a son, who is entitled to a 0008375% share.

(f) Aurelia Neal, a daughter, who is entitled to a 0008375% share.

(g) Daniel Neal, a son, who is entitled to a 0008375% share.

(h) Thomas Neal, a son, who is entitled to a 0008375% share.

7. Eliza Neal Anderson, a sister, who died intestate and left surviving her one child, to wit:

(a) Helen Gross, a daughter, who is entitled to a 0067% share.

8. Helen Collins, a sister, who died intestate and left surviving her 16 children, to wit:

(a) Arthur Collins, a son, who is entitled to a 00042% share.

(b) Alice Powell Wallace, a daughter, who is entitled to a 00042% share.

(c) Thomas Powell, a son, who is entitled to a 00042% share.

(d) Sarah Powell Williams, a daughter, who is entitled to a 00042% share.

(e) Hilton Powell, a son, who is entitled to a 00042% share.

(f) Elizabeth Powell, a daughter, who is entitled to a 00042% share.

(g) James Powell, a son, who is entitled to a 00042% share.

(h) Elzina Powell, a daughter, who is entitled to a 00042% share.

(i) Ellen Powell, a daughter, who is entitled to a 00042% share.

(j) Melvin Powell, a son, who is entitled to a 00042% share.

(k) Albert Powell, a son, who is entitled to a 00042% share.

(l) Mae Powell, a daughter, who is entitled to a 00042% share.

(m) Richards Powell, a son, who is entitled to a 00042% share.

(n) Earl Powell, a son, who is entitled to a 00042% share.

(o) Fred Powell, a son, who is entitled to a 00042% share.

(p) John W. Powell, a son, who is entitled to a 00042% share.

9. Bessie Neal Powell, a deceased sister, who died intestate and left surviving her 10 children, to wit:

(a) Robert Powell, a son, who is entitled to a 00007% share.

(b) Leon Powell, a son, who is entitled to a 00007% share.

(c) Lillian White, a daughter, who is entitled to a 00007% share.

(d) James Powell, a son, who is entitled to a 00007% share.

(e) William Powell, a son, who is entitled to a 00007% share.

(f) Bessie Mackall, a daughter, who is entitled to a 00007% share.

(g) Mrs. Andrew Thompson, a daughter, who is entitled to a 00007% share.

(h) Charles Powell, a son, who is entitled to a 00007% share.

(i) John Powell, a son, who is entitled to a 00007% share.

(j) Joseph Powell, a son, who is entitled to a 00007% share.

10. Samuel Neal, a brother, who departed this life September 11th, 1954, and left surviving him as his heirs at law the following:

(a) Milma Neal, widow, being entitled to a 00023% share plus \$2,000 statutory allowance.

(b) Samuel Neal, Jr., a son, being entitled to a 00149% share minus \$2,000 statutory allowance.

(c) Frances Gross, a daughter, being entitled to a 00149% share minus \$2,000 statutory allowance.

(d) Rebecca Smith, a daughter, being entitled to a 00149% share minus \$2,000 statutory allowance.

That by deed dated the 24th day of September, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 887, folio 161, Sarah Neal, widow, did convey all her right, title, interest and estate in said realty of Daniel Neal, deceased, to Walter W. Riggins, as will more fully appear by reference to a certified copy of said deed filed herewith as Plaintiff's Exhibit No. 3.

That said property cannot be divided in kind without material loss or injury.

That all of the defendants are adults.

That no letters of administrations were taken out on the estates of Helen Collins, Samuel Neal, John Neal, William Neal, Thomas Neal, Bessie Neal Powell, William Neal, Eliza Neal Anderson and none of them left any personal estate.

It is thereupon, this 5th day of January, in the year 1955, by the Circuit Court for Anne Arundel County, ORDERED, that the plaintiff, Walter W. Riggins, by causing a copy of this order to be inserted in some daily newspaper published in the City of Annapolis once a week for four successive weeks, before the 9th day of February, 1955, giving notice to the said non-resident defendants of the object and substance of this bill of complaint, and warning them to be and appear in this honorable Court in person or by solicitor, on or before the 25th day of February, 1955, to show cause, if any they have, why the decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy:  
Test:

JOHN H. HOPKINS, 3rd., Clerk.

Walter R. Riffin	"	No. 11,228	Equity.
	"		
	"	In the Circuit Court	
vs.	"		
	"	for	
	"		
Annie Lawrence et al.	"	Anne Arundel County.	
	"		
	"		

\*\*\*\*\*

Answer of William H. Neal and submission for Decree.

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To the Honorables, the Judges of said Court:-

The answer of William H. Neal to the Bill of Complaint in this Honorable Court exhibited against him respectfully shows:

1.

This Defendant admit that the real estate in these proceedings mentioned cannot be divided without material loss or injury and he thereby consent for a sale of said property and prays that the amount arising from the sale may be distributed according to their respective interests.

11.

This Defendant further agrees to the immediate submission of the proceedings in this case to the Court for final decree.

And as in duty bound etc.

William H. Neal  
In propria Personam.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I hereby certify that upon this 14th day of April, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared William H. Neal who acknowledged the foregoing answer and submission for a decree to be his act.

Witness my hand and seal Notarial.

Mary M. Hoff  
Mary M. Hoff, Notary Public

*Filed 20 Apr, 1955*

Walter W. Riggins : No. 11228 Equity  
: In the  
vs : Circuit Court  
: for  
Annie Lawrence, et al : Anne Arundel County

: : : : : : : : :

ANSWER OF JOHN W. POWELL AND LEON POWELL

To the Honorable, the Judge of said Court:

The answer of John W. Powell and Leon Powell respectfully shows:

1.

These Defendants admit that the real estate in these proceedings mentioned cannot be divided in kind without material loss or injury.

And having answered said bill of complaint as fully as they are advised is necessary they pray that the same be dismissed.

And as in duty bound, etc.

John W. Powell  
John W. Powell  
Upper Marlboro, Rt. 2, Md.

Leon Powell  
Leon Powell  
Bristol, Md.

Thomas J. Curley  
Thomas J. Curley  
11 School Street

Filed 17 May, 1955

Walter W. Riggins : No. 111228 Equity  
: In the  
vs. : Circuit Court  
: for  
Annie Lawrence, et al : Anne Arundel County

: : : : :  
ANSWER OF ROBERT POWELL

To the Honorable, the Judge of said Court:

The answer of Robert Powell respectfully shows:

1.

This Defendant admits that the real estate in these proceedings mentioned cannot be divided in kind without material loss or injury.

And having answered said bill of complaint as fully as he is advised is necessary he prays that the same be dismissed.

And as in duty bound, etc.

Robert Powell.  
Robert Powell  
Churchton, Md.

Thomas J. Curley  
Thomas J. Curley,  
Solicitor for Robert Powell  
11 School Street

27  
Filed 21 May, 1955.

Walter W. Riggins : No. 11228 Equity  
: In the  
vs. : Circuit Court  
: for  
Annie Lawrence, et al. : Anne Arundel County

: : : : : : : : :

ANSWER OF JAMES POWELL TO BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

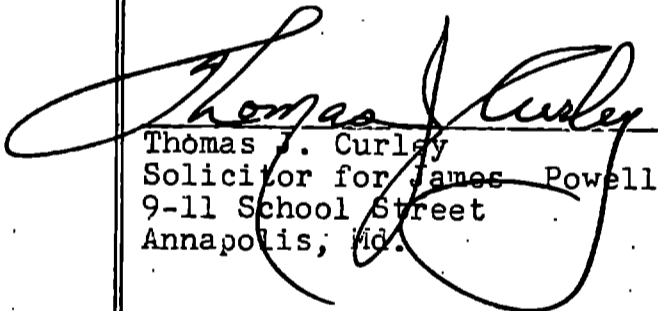
The answer of James Powell respectfully shows:

1.

This Defendant admits that the real estate in these proceedings mentioned cannot be divided in kind without material loss or injury.

And having answered said bill of complaint as fully as he is advised is necessary he prays that the same be dismissed.

And as in duty bound, etc.

  
Thomas J. Curley  
Solicitor for James Powell  
9-11 School Street  
Annapolis, Md.

  
James Powell

*Filed 15 July, 1955.*

Walter W. Riggins : No. 11223 Equity  
 : In the Circuit Court for  
 vs. : Anne Arundel County  
 Annie Lawrence, et al. :

: : : : : : : :

PETITION FOR DECREE PRO CONFESSO AND  
 DECREE PRO CONFESSO THEREON

: : : : : : : :

To the Honorable, the Judges of said Court:

The petition of Walter W. Riggins respectfully shows:

1.

That Annie Lawrence, Frank Neal, Ben Mus Neal, Agnes Neal Wilson, George Neal, Marion Neal Coleman, Aurelia Neal, Daniel Neal, Arthur P. Collins, Alice Powell Wallace, Thomas Powell, Sarah Powell Williams, Hilton Powell, Elizabeth Powell, James Powell, Elzine Powell, Ellen Powell, Melvin Powell, Albert Powell, Mae Powell, Richard Powell, Earl Powell, Fred Powell, Lillian White, William Powell, Bessie Mackell, Mrs. Andrew (Mary) Thompson, Charles Powell, John Powell, Joseph Powell, Minnie Neal, Samuel Neal, Jr., Frances Gross and Rebecca Smith were duly summoned to appear in this Honorable Court on various days but the return day has passed and the time the above named defendants to plea to this suit has elapsed.

2.

That Lottie Currington, Charles H. Neal, Blanche Headley, Charles W. Neal, Matilda Neal Wilson, John Neal, Thomas Neal, and Helen Gross were duly summoned by order of publication and the time for their appearance to file an answer has elapsed.

Wherefore, your Petitioner, prays:

1. That a decree proconfesso might be passed against the above named defendants.
2. And for such other and further relief as the case may require.

And as in duty bound, etc.

Filed 19 July, 1935

*George B. Howell*  
 Solicitor for Plaintiff

ORDER OF COURT

It is this 19<sup>th</sup> day of July, 1955, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED ORDERED and DECREED that said Bill of Complaint be and the same is hereby taken pro confesso against Annie Lawrence, Frank Neal, Ben Gus Neal, Agnes Neal Wilson, George Neal, Marion Neal Coleman, Aurelia Neal, Daniel Neal, Arthur P. Collins, Alice Powell Wallace, Thomas Powell, Sarah Powell Williams, Hilton Powell, Elizabeth Powell, James Powell, Elzine Powell, Ellen Powell, Melvin Powell, Albert Powell, Mae Powell, Richard Powell, Earl Powell, Fred Powell, Lillian White, William Powell, Bessie Mackall, Mrs. Andrew Thompson, Charles Powell, John Powell, Joseph Powell, Minnie Neal, Samuel Neal, Jr., Frances Gross, Rebecca Smith, Lottie Currington, Charles H. Neal, Blanche Headley, Charles W. Neal, Matilda Neal Wilson, John Neal, Thomas Neal and Helen Gross.

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

Benjamin H. Michaelson  
Judge

*Filed 19 July, 1955*

WALTER W. RIGGINS, : IN  
Plaintiff : THE CIRCUIT COURT  
vs. : FOR  
ANNIE LAWRENCE, et al : ANNE ARUNDEL COUNTY  
Defendants : NO. 11,228 EQUITY

.....

TESTIMONY ON BEHALF OF PLAINTIFF

July 22, 1955

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff

Mr. Thomas J. Curley, Solicitor for Defendant

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Walter W. Riggins, pages 2 - 7

Robert Dorsey, pages 7 and 8

Clarence A. Remaley, pages 8 - 10

Walter W. Riggins, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.
- A. Walter W. Riggins, Loretta Heights, Parole, Annapolis, Md.
2. You are the plaintiff in this case, are you not?
- A. That's right.
3. Mr. Riggins, did you know Daniel Neal?
- A. Very well.
4. Is he living or dead?
- A. Dead.
5. When did he die?
- A. The 4th day of February, 1951.
6. Did Daniel Neal leave a Last Will and Testament?
- A. Not to my knowledge, the records in the Orphan's Court shows he died intestate.
7. Do you know the heirs of Daniel Neal?
- A. Yes.
8. ~~State~~ Who are the heirs of Daniel Neal?
- A. His widow, Sarah Neal.
9. Did Daniel Neal have any children?
- A. Not that I know of.
10. Did he have any brothers or sisters?
- A. Yes, he had ten brothers and sisters.
11. State their names.
- A. Annie Lawrence, Lottie Currington, Charles Neal, John Neal, Thomas Neal, William Neal, Eliza Neal Anderson, Helen Collins, Bessie Neal Powell, Samuel Neal.
12. Is Annie Lawrence, the sister, living or dead?
- A. She's living in Baltimore, Maryland.
13. Is Lottie Currington living or dead?
- A. She's living in Jamacia, Long Island, N.Y.
14. Is Charles H. Neal living or dead?
- A. He is living in Washington, D.C.

15. Is John Neal, the brother, living or dead?  
A. John Neal died intestate.
16. Were letters of administration ever taken out on his estate?  
A. Not to my knowledge.
17. Who were the heirs of John Neal?  
A. John Neal had four children; the oldest boy was named Frank Neal and lives in Baltimore. Then he had a son William Neal who died and left surviving him a wife, Helen Neal, she died several years ago, and one son, William Neal, he died two years ago, he was unmarried and left no wife or children. He died after his mother, Helen Neal.
18. Were Letters of Administration ever taken out on the estate of Helen Neal or William Neal?  
A. Not to my knowledge. John Neal left two more children, Ben Gus Neal who lives at Millersville, and Agnes Neal Wilson who lives in Baltimore. I think they are all the heirs of John Neal, the brother. Then Thomas Neal was another brother of Daniel Neal, he died intestate a number of years ago and left one child, Blanche Headley who lives in Westbury, Long Island, New York, and no widow.
19. Were letters of administration taken out on Thomas Neal?  
A. Not as far as I know. Then there was William Neal who was another brother of Daniel Neal.
20. Is William Neal living or dead?  
A. He died a number of years ago.
21. Did he leave a wife?  
A. NO, his wife died before he did.
22. Were letters of administration taken out on his estate?  
A. Not to my knowledge.
23. Did he leave a Last Will and TESTAMENT?  
A. Not to my knowledge.
24. Did he leave any children?  
A. Yes, William Neal left surviving him eight children. There was Charles W. Neal who lives in Washington; George Neal

another son who lives at Lothian, Anne Arundel County; Matilda Neal Wilson, who resides in Washington, D.C.; Marion Neal Coleman, another daughter, residing on Larkin Street, Annapolis, Maryland; John Neal, a son, who lives in Philadelphia; Aurelia Neal, who lives in Baltimore; Daniel Neal, who also resides in Baltimore; and Thomas Neal, who lives in Germantown, Philadelphia. They are all of the children and heirs so far as I know of William Neal.

There was a sister of Daniel Neal whose name was Eliza Neal Anderson, her husband died a number of years before she did and they only had one child, Helen Gross, Brooklyn, New York.

25. Were letters of administration taken out on the estate of Eliza Neal Anderson?

A. Not to my knowledge.

26. Did she leave a last will and testament?

A. Not to my knowledge.

27. Did she have any other children, other than Helen Gross?

A. Not to my knowledge. Then there was Helen Collins, she was also a sister of Daniel Neal, she died a number of years ago after the death of her husband.

28. Did she make a last will and testament?

A. I never heard of it.

29. Were letters of administration taken out on her estate?

A. Not that I know of.

30. How many children did she leave?

A. Sixteen.

31. Are they all living?

A. They are all living but one, he got killed in an airplane accident within the last four months or so.

32. Which son was that?

A. John W.

33. Did he make a Will?

A. No.

34. Was he married?

A. No, he was unmarried.

35. Name the fifteen living children.
- A. Arthur Collins, who lives at Parole; Alice Powell Wallace, Mitchellsville, Prince George County; Thomas Powell of Mitchellsville; Sarah Powell Williams of Mitchellsville; Hilton Powell Davidsonville, Anne Arundel County; Elizabeth Powell of Mitchellsville; James Powell of Mitchellsville; Elzina Powell of Mitchellsville; Ellen Powell of Princess Ann; Melvin Powell of Mitchellsville; Albert Powell of Mitchellsville; Mae Powell of Mitchellsville; Richard Powell of Mitchellsville; Earl Powell of Mitchellsville; Fred Powell of Mitchellsville.
- Then there was Bessie Neal Powell, she's a sister of Daniel Neal, she died intestate a number of years ago. Her husband died before she did and they had ten children.
36. Were letters of administration taken out on the estate of Bessie Neal Powell?
- A. Not to my knowledge.
37. Did Bessie Neal Powell leave a last will and testament?
- A... She died intestate.
38. Name the ten children.
- A. Robert Powell, son, who lives at Churchton; Leon Powell lives at Bristol, Anne Arundel County; Lillian White, of Camp Letts, Edgewater; James Powell of Lothian; William Powell of West River; Bessie Mackall, a daughter, of Harwood; Mary Thompson of Churchton; Charles Powell of Friendship, Anne Arundel County; John Powell of Upper Marlboro, Maryland; Joseph Powell of Tracy's Landing.
- Daniel Neal had another brother, Samuel Neal, he died without a Will on September 11th, 1954.
39. Were letters of administration ever taken out on his estate?
- A. Not to my knowledge.
40. What heirs, if any, did he leave?
- A. He left a widow, Mima Neal or Minnie Neal, the widow, and three children: Samuel Neal, Jr. who lives at Cumberstone,

Anne Arundel County; Frances Gross, a daughter, who lives at Galesville; and Rebecca Smith, a daughter, who lives at Churchton. They had another child, Charlotte Neal, who married Wilbur Holland; he died first and when she died she left this one child, James T. Neal, who lives in Bronx, New York, he was an illegitimate son.

41. Were letters of administration taken out on the estate of Charlotte Neal Holland?

A. No.

42. Did she leave a Last Will and Testament?

A. Not to my knowledge.

43. Are any of the parties mentioned in your testimony less than 21 years of age?

A. No.

44. Were Letters of Administration taken out on the estate of Daniel Neal?

A. Yes, and his estate was closed in the Orphan's Court.

45. What real estate, if any, did Daniel Neal die seized and possessed of?

A. So far as I know he left exactly the land described in my deed from Sarah Neal, widow. That is the deed dated September 24th, 1954 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 867, folio 161.

46. I show you a certified copy of a deed marked "Plaintiff's Exhibit #3", filed with the original Bill of Complaint, is that the correct deed?

A. It is.

(CERTIFIED COPY OF DEED DATED SEPTEMBER 24th, 1954, between SARAH NEAL, WIDOW AND WALTER W. RIGGINS, RE-FILED AND MARKED EXAMINER'S EXHIBIT 1). *also certified copy of deed J.W. 96 folio 452, to Daniel Neal Examiner: L.H.A.*

47. Where does Sarah Neal get her share?

A. She got her share from a decree of the Orphan's Court for Anne Arundel County, dated the 31st day of August, 1954.

48. Is that the certified copy of the decree of Court filed

as Plaintiff's Exhibit #2 with the original bill?

A. It is.

Mr. Woelfel: "I ask to refile it as Examiner's Exhibit No.2

(CERTIFIED COPY OF DECREE AWARDING WIDOW SHARE IN REALTY RE-FILED AND MARKED EXAMINER'S EXHIBIT NO.2)

49. Do you believe this property can be divided in kind among the parties entitled unto, without material loss or injury?

A. It is impossible to do that.

50. Why do you say that?

A. Because of the interest some of the heirs have on the land would be so small it would not be any good to no one, besides there are two houses on the property and you couldn't very well cut them up.

51. Then, in your opinion, in order to clear the title it would be necessary that a sale be had and the money divided?

A. That's right.

Cross Examination Waived by Mr. Curley

(Mr. Klawans)

To the General Question under the rule, the witness answers "The new State Highway Route 2 takes a good slice off of this property and the State has put up \$750.00 in Court for it."

*Walter W. Riggins*  
Walter W. Riggins

Robert Dorsey, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. Mr. Dorsey, state your name and address.

A. Robert Dorsey, Parole, Anne Arundel County, Maryland.

2. Mr. Dorsey, you have been here through the testimony given by Mr. Riggins?

A. Yes sir.

3. You have heard all that he said?

A. Yes sir.

4. Did he correctly name all of the heirs?

A. Yes sir.

Cross Examination Waived by Mr. Curley

(Mr. Klawans)

To the General Question under the rule, the witness answers:

"NO."

Robert Dorsey  
Robert Dorsey

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Clarence A. Remaley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Clarence A. Remaley, 216A Main Street, Annapolis, Maryland.

2. What is your occupation?

A. Licensed real estate broker.

3. How long have you been a broker in Anne Arundel County?

A. Approximately ten years.

4. And as a broker are you familiar with the values of real estate in Annapolis and Anne Arundel County?

A. I am.

5. Are you familiar with the tract of land that was left by Daniel Neal?

A. I am.

6. Where is that land situated?

A. It's in the City of Annapolis, it's what we refer to as the 7th Ward, located southwest of Old Route 2 and Forest Drive, part of the property faces on Old Route 2 and extends West to new Route 2, with a frontage of approximately 235 feet on old Route 2, with<sup>an</sup> additional lot in the southwest area,

on an unimproved road, known as Lot No.5.

7. What, in your opinion, is a fair market value of this property?

A. In my opinion, \$9400.00 is a fair market value of this property.

8. How do you arrive at that figure?

A. The area is sort of cut up due to it's layout and by a deep ravine on the western side. There's a marsh portion below a high bank on the western side extending to new Maryland Route 2, a high sloping bank. To arrive at my values, that property facing on Old Maryland Route 2 I divided it into three lots, the first lot on the north side of the tract I valued at \$750.00; the second lot would be in the nature of improved with an old dwelling of 30 or 40 years old, that parcel of ground and house I valued at \$3500.00. Then just south of there facing the highway another lot valued at \$750.00. Now, to the southwest of that extending to and part of the same property and facing on a 30 foot dirt road is Lot No.10 with a frontage of 50 feet and a depth of 100 feet improved with a one story frame, four room bungalow with no conveniences, by that I mean, no heat, no utilities in the house, that lot and house I placed a value of \$3000.00. Now, extending to just left of Lot 10 are Lots 11 and 12, the size is 50 x 100 on each which is too small to build a house on therefore I combined the two and put a value of \$600.00 on those two lots. Then West of Lot 12 is located another area suitable for a lot which now has an old barn standing on it which could be made into a building lot which I valued to be \$600.00. Now, across the 30 foot unimproved road south of the last area referred to is a lot known as Lot No.5 with a frontage of 50 feet and depth of 100 feet, that lot is too small to meet the health requirements

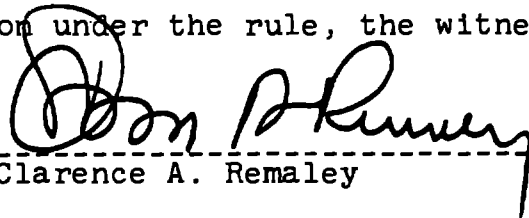
of the city, therefore, I placed a value of \$300.00 on it, making a total of \$9400.00. The back portion of this property which butts new Maryland Route 2 is on a limited access highway, in my opinion, because of the high bank and for the limited access reason I don't foresee any use for it, from my commercial viewpoint, at the present time or near future.

9. Do you believe the said real estate could be divided in kind without material loss or injury among the parties thereto?

A. No sir, I think it would be impossible to divide it.

(Mr. Klawans)

To the General Question under the rule, the witness answers:  
"No."

  
-----  
Clarence A. Remaley

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 30<sup>th</sup> day of August, 1955.

Emanuel Klawans (SEAL)  
Emanuel Klawans, Examiner

E.K. \$10.00 Pd. E.K.  
I.H. \$10.00 Pd. 8/23/55  
Y.H.

Walter W. Riggins

No. 11228

## Equity

In the

ΔΣ.

Circuit Court

for

Annie, Lawrence, et al

Anne Arundel County

• • • • •

D E C R E E

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that the real estate in these proceedings mentioned cannot be divided without material loss or injury

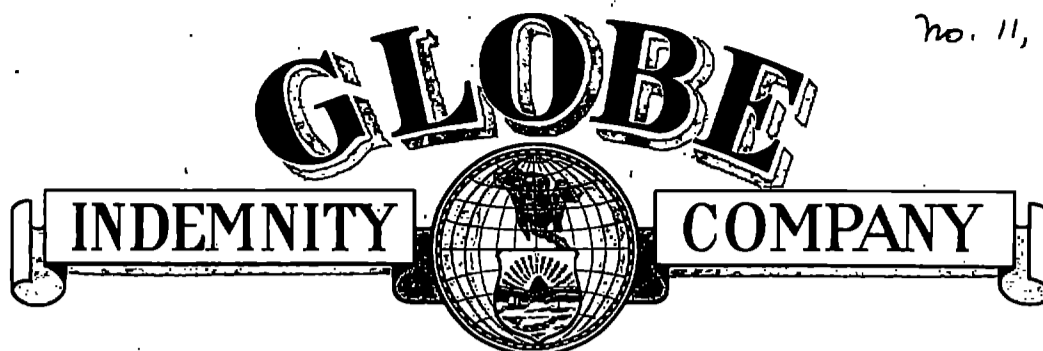
It is thereupon this 13<sup>th</sup> day of September, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate of said Daniel Neal who died intestate, being the property mentioned in these proceedings be, and the same is hereby ordered to be sold and that George B. Woelfel and Thomas J. Curley be, and they are hereby appointed trustees to make sale of said real estate and that the course and manner of their proceedings shall be as follows: They shall first file with the clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penal sum of Twelve thousand dollars (\$12,000), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three weeks' notice by advertisement, inserted in a daily or weekly newspaper published in Anne Arundel County as they shall think proper of the time, place, manner and terms of sale, which terms shall be a deposit of ten per cent (10%) of the purchase price on the day of sale, balance to be paid in cash upon the ratification of said sale, deferred payments to bear interest at the rate of six per cent (6%) or all

Filed 13 Sept, 1955

cash at the option of the purchasers, and, as soon as may be convenient after such sale the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and upon payment of the whole purchase money, and not before, the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Nicholas  
Judge

No. 11, 228 Equity



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel and Thomas J. Curley, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand Dollars (\$12,000.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 10th day of October, 1955.

WHEREAS by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Walter W. Riggins vs. Annie Lawrence, et al", No. 11,228 Equity, dated September 13th, 1955, George B. Woelfel and Thomas J. Curley were appointed Trustees to make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them, or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

*Margaret B. Hendrix*  
Margaret B. Hendrix, as to all

*George B. Woelfel* (SEAL)  
George B. Woelfel

*Thomas J. Curley* (SEAL)  
Thomas J. Curley

PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate  
By *John H. Hopkins, IV*  
John H. Hopkins, IV, Attorney-in-fact

Approved this 13 Oct. 1955

George J. Cromwell, Clerk

Filed: 13 Oct. 1955

# Public Sale

OF VALUABLE REAL ESTATE  
NEAR CAMP PAROLE

Walter W. Riggins

No. 11223 Equity

In the Circuit Court

VS.

for

Annie Lawrence, et al

Anne Arundel County

## AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

I hereby certify that upon this 18th day of October, 1955, I sold the within described property as an entirety to Walter W. Riggins - - - at and for the sum of Thirteen Thousand (\$13,000.00) - - - Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon this 18th day of October, 1955.

*Robert H. Campbell* (Seal)  
Auctioneer

Witness:  
*Mary M. Hoff*

I hereby certify that upon this 18th day of October, 1955, I purchased from Robert Campbell, Auctioneer, the within described property as an entirety at and for the sum of Thirteen Thousand (\$13,000) Dollars and do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon this 18th day of October, 1955.

*Walter W. Riggins* (Seal)  
Purchaser

Witness:  
*Mary M. Hoff*

State Roads, thence with the southern boundary of the entire tract of Daniel Neal 15 feet, more or less, to the west line of Lot No. 6 as shown on the aforesaid plat owned by Margaret Roots, thence with the west line of Margaret Roots' lot in a northeasterly direction 100 feet to the 30 foot road, thence with the south side of said 30 foot road 322 feet, more or less, to the east end of the 30 foot road, thence with the west side of the Old South River Road 32 feet to a point, thence leaving said State Road and running with the north side of the 30 foot road 247 feet, more or less, to the west side of Lot No. 12 as shown on the aforesaid plat, thence with the west line of Lot No. 12 in a northeasterly direction 100 feet, thence with the north line of Lots Nos. 11 and 12, 100 feet, thence at right angles to the last mentioned line across the entire tract 203 feet, more or less, to the place of beginning. This tract is improved by a house in a dilapidated condition and has no access to the new State Highway and is subject to an easement as is shown on the aforesaid plat and to the rights of lot-owners and others to the use of a 30 foot road.

Parcel No. 8. A lot between the north fence line of George Brown and the south fence line of the property described herein as Parcel No. 6 having a frontage of approximately 90 feet on the Old South River Road to Parole Road with a depth of 185 feet on the north side and 230 feet on the north side, said lot is unimproved.

Parcel No. 9. All that triangular lot of ground situate on the west side of the new State Highway having a frontage on said Highway of 137 feet, more or less, being 80 feet, more or less, on the north side and 123 feet on the other, the same being marked as parcel No. 2 on the State Roads plat aforesaid. This small piece of land has no access to the new State Highway and has no improvements and is subject to the State Road Easement.

Manner of Sale: These parcels of land will be first offered individually and the bid reserved. All parcels will then be offered as an entirety and the sale will be made in a manner producing the highest bid.

Terms of Sale: A deposit of 10% of the purchase price will be required of

all purchasers on the day of sale, balance to be paid in cash upon the final ratification of sale or all cash at the option of all purchasers. Deferred payments to bear interest at the rate of 6% and to be secured to the satisfaction of the said trustees. Taxes and water rates to be adjusted as of the day of sale. Trustees to bear one-half of the cost of revenue stamps.

For further particulars, apply  
GEORGE B. WOHLFEL and  
THOMAS J. CURLEY, Trustees.  
9-11 School Street,  
Annapolis Maryland.

ROBERT H. CAMPBELL, Auctioneer.

o-17

45

Filed: 18 Oct. 1955

Lots Nos. 5-11-12, unimproved, each 50 feet x 100 feet, fronting on a 30 foot road.  
Lot No. 10, fronting 50 feet on the 30 foot road and 100 feet deep, improved by a new four room bungalow.  
Lots 1-40 feet x 240 feet and the other 90 feet by 185 feet more or less, on one side and 230 feet, more or less, on the north side, fronting on the Old South River to Parole Road, unimproved.  
Lot 90 feet x 240 feet, fronting on Old South River to Parole Road, improved, by a two story frame dwelling.

Also all the right, title and interest of the parties to this suit in the new State Highway taken from Daniel Neal, deceased, property and the easements on account of which the State has deposited \$750.00 in court.  
Also large lot of ground fronting on the new State Highway 305 feet and hereinafter described later.

Under and by virtue of the decree of the Circuit Court for Anne Arundel County dated May 13th, 1955, and passed in a cause therein pending wherein Walter W. Riggins was plaintiff and Annie Lawrence, et al, were defendants, the same being No. 11228 Equity, the undersigned trustees will offer for public sale at the Court House Door in the City of Annapolis, Maryland, on

OCTOBER 18TH, 1955.

AT 10 O'CLOCK A. M. EST.

Parcel No. 1 Lot No. 5 as shown on the plat prepared by the State Road Commission entitled Annapolis By-Pass, plat No. 9,922, and recorded in the Clerk's Office of Anne Arundel County, having a frontage of 50 feet on an unnamed 30 foot road and an even depth of 100 feet. Being the lot of ground lying between the lots of Raymond Crook and wife and Margaret Roots, said lot is unimproved.

Parcel No. 2. Lot No. 10 as shown on the aforesaid plat having a frontage of 50 feet on the unnamed 30 foot road and an even depth of 100 feet, adjoining the west side of the lots of George Brown and wife. This lot is improved by a brand new four room bungalow which has never been occupied.

Parcel No. 3. Lot No. 11 as shown on the aforesaid plat adjoining Lot No. 10 on the west side, having a frontage of 50 feet on the unnamed 30 foot road and an even depth of 100 feet, said lot is unimproved.

Parcel No. 4. Lot No. 12 adjoining the west side of Lot No. 11 as shown on the aforesaid plat also having a frontage of 50 feet on the unnamed road and an even depth of 100 feet, said lot is unimproved.

Parcel No. 5. An unnumbered lot having a frontage of 60 feet on the Old South River to Parole Road being on the south side of the lot of Anthony Brown and wife. This lot has an even depth of 240 feet, and is unimproved.

Parcel No. 6. An unnumbered lot of ground having a frontage of 90 feet, more or less, on the west side of the Old South River to Parole Road adjoining the south side of the aforesaid parcel No. 5 lot and having a depth of 240 feet, said lot is improved by a two story frame house, being the former residence of Daniel Neal, deceased, and now occupied by his widow, Sarah Neal, the frontage is the distance between the two fences.

Parcel No. 7. Beginning for the same at a point 241.45 feet in a northwesterly direction from the Old South River to Parole Road at a point where the north 53 degree 30' 20" west line of the Neal property strikes the south 86 degree 19' 40" west 310.08 foot line of Anthony Brown and running thence south 80 degrees 19' 40" west 281 feet, more or less, to the east side of the new State Highway leading to South River, thence with the east side thereof in a southwesterly direction 305 feet, thence with the outline of the entire tract of Daniel Neal, in a southeasterly direction 43 feet to the end of the easement area of the

Walter W. Riggins : No. 11228 Equity  
 vs. : In the Circuit Court  
 : for  
 Annie Lawrence, et al : Anne Arundel County

: : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel and Thomas J. Curley, Trustees appointed by a decree of this Court, passed in the above entitled cause, dated the 13th day of May, 1955, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after having giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper, printed and published in Anne Arundel County aforesaid, for at least three successive weeks before the day of sale, your Trustees, pursuant to said notice, did attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, October 18th, 1955, at 10 o'clock AM, EST, and then and there offered said property as follows:

Parcel No. 1. Your Trustees offered Lot No. 5 as shown on the plat prepared by the State Roads Commission entitled Annapolis By-Pass, Plat No. 9,922, and recorded in the Clerk's Office of Anne Arundel County, having a frontage of 50 feet on an unnamed 30 foot road and an even depth of 100 feet. Being the lot of ground lying between the lots of Raymond Crook and wife and Margaret Roots, said lot being unimproved, and the high bidder was John B. Wright who bid Ten Dollars, said bid was reserved.

Parcel No. 2. Your Trustees then offered Lot No. 10 as shown on the aforesaid plat having a frontage of 50 feet on the unnamed 30 foot road and an even depth of 100 feet, adjoining the west side of the lots of George Brown and wife. This lot is improved

*Filed: 18 Oct. 1955*

by a brand new four room bungalow which has never been occupied and the high bidder was Mary T. Board who bid One Thousand Dollars, said bid was reserved.

Parcel No. 3. Your Trustees then offered Lot No. 11 as shown on the aforesaid plat adjoining Lot No. 10 on the west side, having a frontage of 50 feet on the unnamed 30 foot road and an even depth of 100 feet, said lot is unimproved and the high bidder was Mary T. Board who bid Fifteen Dollars, said bid was reserved.

Parcel No. 4. Your Trustees then offered Lot No. 12 adjoining the west side of Lot No. 11 as shown on the aforesaid plat also having a frontage of 50 feet on the unnamed road and an even depth of 100 feet, said lot is unimproved and the high bidder was Mary T. Board who bid Ten Dollars, said bid was reserved.

Parcel No. 5. Your Trustees then offered an unnumbered lot having a frontage of 60 feet on the Old South River to Parole Road being on the south side of the lot of Anthony Brown and wife. This lot has an even depth of 240 feet, and is unimproved and the high bidder was Morris Turk who bid One Hundred Dollars, said bid was reserved.

Parcel No. 6. Your Trustees then offered an unnumbered lot of ground having a frontage of 90 feet, more or less, on the west side of the Old South River to Parole Road adjoining the south side of the aforesaid parcel No. 5 lot and having a depth of 240 feet, said lot is improved by a two story frame house, being the former residence of Daniel Neal, deceased, and now occupied by his widow, Sarah Neal, the frontage is the distance between the two fences and the high bidder was Mary T. Board, who bid One Hundred Dollars, said bid was reserved.

Parcel No. 7. Your Trustees then offered a lot beginning for the same at a point 241.45 feet in a northwesterly direction from the Old South River to Parole Road at a point where the north 53° 39' 20" west line of the Neal property strikes the south 86° 19' 40" west 310.98 foot line of Anthony Brown and running thence south 86° 19' 40" west 281 feet, more or less, to the east side of

the new State Highway leading to South River, thence with the east side thereof in a southwesterly direction 304 feet, thence with the outline of the entire tract of Daniel Neal in a southeasterly direction 43 feet to the end of the easement area of the State Road, thence with the southern boundary of the entire tract of Daniel Neal 15 feet, more or less, to the west line of Lot No. 6 as shown on the aforesaid plat owned by Margaret Roots, thence with the west line of Margaret Roots' lot in a northeasterly direction 100 feet to the 30 foot road, thence with the south side of said 30 foot road 322 feet, more or less, to the east end of the 30 foot road, thence with the west side of the Old South River Road 32 feet to a point, thence leaving said State Road and running with the north side of the 30 foot road 247 feet, more or less, to the west side of Lot No. 12 as shown on the aforesaid plat, thence with the west line of Lot No. 12 in a northeasterly direction 100 feet, thence with the north line of Lots Nos. 11 and 12, 100 feet, thence at right angles to the last mentioned line across the entire tract 263 feet, more or less, to the place of beginning. This tract is improved by a barn in a dilapidated condition and has no access to the new State Highway and is subject to a easement as is shown on the aforesaid plat and to the rights of lot-owners and others to the use of a 30 foot road and the high bidder was John B. Wright who bid Ten Dollars, said bid was reserved.

Parcel No. 8. Your Trustees then offered a lot between the north fence line of George Brown and the south fence line of the property described herein as Parcel No. 6 having a frontage of approximately 90 feet on the Old South River to Parole Road with a depth of 135 feet on the south side and 230 feet on the north side, said lot is unimproved, and the high bidder was Joseph Levy who bid Nine Hundred Dollars, said bid was reserved.

Parcel No. 9. Your Trustees then offered all that triangular lot of ground situate on the west side of the new State Highway having a frontage on said Highway of 137 feet, more or less, being 80 feet, more or less, on the north side and 123 feet on the

other, the same being marked as parcel No. 2 on the State Roads plat aforesaid. This small piece of land has no access to the new State Highway and has no improvements and is subject to the State Road Easement and the high bidder was Richard M. Johnson who bid Ten Dollars, said bid was reserved.

Parcel No. 10. Your Trustees thereupon offered all the right, title and interest of the parties to this suit in the new State Highway taken from Daniel Neal, deceased, property and the easements on account of which the State has deposited \$750.00 in court and the high bidder was Walter W. Riggins who bid Seven Hundred Fifty Dollars, said bid was reserved.

Said individual bids were then totaled to \$2905.00, thereupon, your Trustees then offered the ten parcels heretofore described as an entirety and received a bid of Thirteen Thousand Dollars. Your Trustees thereupon accepted said bid and sold the property as an entirety to Walter W. Riggins at and for the sum of Thirteen Thousand Dollars, he being at that figure the highest bidder therefor.

A deposit of Thirteen Hundred Dollars or ten per cent was made and the purchaser agreed to comply with the terms of said sale.

Respectfully submitted,

*George B. Woelfel*  
George B. Woelfel  
*Thomas J. Curley*  
Thomas J. Curley  
Trustees

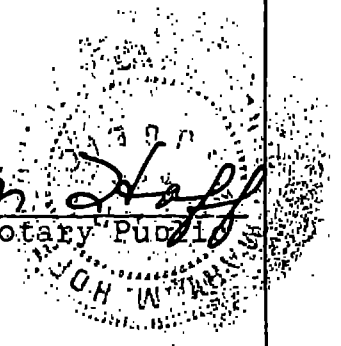
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 18th day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and Thomas J. Curley, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their

knowledge and belief; and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

*Mary M. Hoff*  
Mary M. Hoff, Notary Public



112FR 97 PAGE 201  
ORDER NISI

Walter W. Riggins

versus

Annie Lawrence, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,228

Equity

Ordered, this 18th day of October, 1955, That the sale of the real estate in these proceedings mentioned made and reported by George B. Woelfel and Thomas J. Curley, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of November next.

The report states that the amount of sales was \$13,000.00

George J. Cromwell

Clerk.

True Copy,

TEST:

Clerk.

(Final Order)

Filed: 18 Oct. 1955

Walter W. Riggins

versus

Annie Lawrence, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of November, 1955, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin W. Michaelson  
Judge.

Filed 25 Nov., 1955

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq-11-228

Walter W. Riggins

was published in

## Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 22nd

day of November, 1955. The first

insertion being made the 20th day of

October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

No. E.C. 828

Filed: 25 Nov. 1955

57

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,228 EQUITY

WALTER W. RIGGINS,

versus,

ANNIE LAWRENCE, et al.

Ordered, this 18th day of October, 1955, That the sale of the real estate in these proceedings mentioned made and reported by George B. Woelfel and Thomas J. Curley, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of November next.

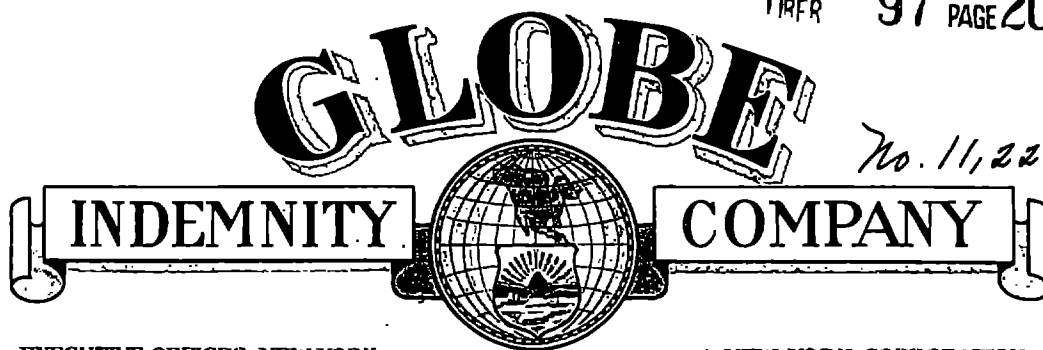
The report states that the amount of sale was \$13,000.00.

GEORGE T. CROMWELL, Clerk,

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

n-10



1 RFR

97 PAGE 203 ✓

No. 11,228 Equity

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel and Thomas J. Curley, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars (\$1,000.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 28<sup>th</sup> day of November, 1955.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Walter W. Riggins vs. Annie Lawrence, et al", No. 11,228 Equity, dated September 13th, 1955, George B. Woelfel and Thomas J. Curley were appointed Trustees to make sale of the property described in said proceedings, and the said George B. Woelfel and Thomas J. Curley have executed said power and made sale of the property described in said proceedings.

AND WHEREAS, the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

George B. Woelfel (SEAL)  
George B. Woelfel

Thomas J. Curley (SEAL)  
Thomas J. Curley

PRINCIPALS

Margaret B. Hendrix  
Margaret B. Hendrix, as to all

GLOBE INDEMNITY COMPANY, a body corporate

By

John H. Hopkins, IV, Attorney-in-fact

approved this 28 Nov, 1955.  
George T. Cromwell, Clerk

Filed 28 Nov, 1955

In the Case of

Walter W. Riggins

VS.

Annie Lawrence,

et al.

In the  
**Circuit Court**

For

**Anne Arundel County**

No. 11,228

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

May 1, 1956

All of which is respectfully submitted.

*Laura K. Dickling*  
Auditor.

54  
FILED  
1956 MAY 22 PM 2:35

Dr.

Walter W. Riggins vs. Annie Lawrence, et al

in ac.

To Trustees for Commissions, viz:	421	76	421	76
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	133	50		
Jos. W. Alton, Jr. - Sheriff's costs	21	75		
Jos. C. Deegan - Sheriff's costs	18	80		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	10	00		
Auditor - stating this account	67	50	281	55
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	102	52		
Capital-Gazette Press - order of publication	133	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premiums	52	00		
Robert H. Campbell - auctioneer's fee	130	00		
C. A. Remaley - appraisal and testimony	45	00		
Grant of Annapolis - mimeo. of bill of complaint	10	71		
Clerk of Court - certified copies of deeds	3	50		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	7	15		
Mary M. Hoff - notary fees	1	00	506	79
To Trustees for Taxes, viz:				
1953 Annapolis City taxes	78	89		
1954 Annapolis City taxes	74	42		
1955 Annapolis City taxes (\$77.50-adj.)				
3 months 18 days	23	22		
1954 State and County taxes	91	38		
1955 State and County taxes (\$101.77-adj.) - 9 months 18 days	85	31	353	22
To Trustees for Claims allowed by Orphans Court in Estate of Daniel Neal, who died intestate 2/4/51, viz:				
To Walter W. Riggins, grantee of Sarah Neal, Widow of Daniel Neal:				
Widow's statutory allowance	2,000	00		
Reimbursement of amount paid by her to complete dwellings	1,645	82		
Reimbursement for amount paid by her in settlement of decedent's debts	709	53	4,355	35
BALANCE FOR DISTRIBUTION - \$7,139.83				
Distributed to Heirs at Law of Daniel Neal, deceased, as follows:				
To Walter W. Riggins, grantee of Sarah Neal, Widow - one-half	3,569	92		

(I) To Annie Lawrence, sister - one-twentieth	356	99		
(II) To Lottie Carrington, sister - one-twentieth	356	99		
(III) To Charles H. Neal, brother - one-twentieth	356	99		
(IV) To Heirs of John Neal, deceased brother, viz:				
1. Frank Neal, son - one-sixtieth	119	00		
2. Ben Gus Neal, son - one-sixtieth	119	00		
3. Agnes Neal Wilson, daughter - one-sixtieth	118	99		
(V) To Heirs of Thomas Neal, deceased brother, viz:				
1. Blanche Headley, daughter - one-twentieth	356	99		
(VI) To Heirs of William Neal, deceased brother, viz:				
1. Charles W. Neal, son - one- one hundred and sixtieth	44	62		
2. George Neal, son - " "	44	62		
3. Matilda N. Wilson, daughter - one-one-hundred and sixtieth	44	62		
4. Marion N. Coleman, daughter - one-one hundred and sixtieth	44	62		
5. John Neal, son - " " "	44	62		
6. Daniel Neal, son - " " "	44	63		
7. Aurora Neal, daughter - one- one hundred and sixtieth	44	63		
8. Thomas Neal, son - one-one hundred and sixtieth	44	63		
(VII) To Heirs of Eliza Neal Anderson, deceased sister, viz:				
1. Helen Gross, daughter - one-twentieth	356	99		
(VIII) To Heirs of Helen Collins, de- ceased sister, viz:				
1. Arthur P. Collins, son - 1/300	23	80		
2. Alice P. Wallace, daughter - 1/300	23	80		
3. Thomas Powell, son - 1/300	23	80		
4. Sarah P. Williams, daughter - 1/300	23	80		
5. Hilton Powell, son - 1/300	23	80		
6. Eliza Powell, daughter - 1/300	23	80		
7. James Powell, son - 1/300	23	80		
8. Elzina Powell, daughter - 1/300	23	80		
9. Ellen Powell, daughter - 1/300	23	80		
10. Melvin Powell, son - 1/300	23	80		
11. Albert Powell, son - 1/300	23	80		
12. Mae Powell, daughter - 1/300	23	80		
13. Richard Powell, son - 1/300	23	80		
14. Earl Powell, son - 1/300	23	80		
15. Fred Powell, son - 1/300	23	80		
(IX) To Heirs of Bessie Neal Powell, deceased sister, viz:				
1. Robert Powell, son - 1/200	35	70		
2. Leon Powell, son - 1/200	35	70		
3. Lillian White, daughter - 1/200	35	70		
4. James Powell, son - 1/300	35	70		
5. William Powell, son - 1/300	35	70		
6. Bessie Mackall, daughter - 1/200	35	70		
7. Mary Thompson, daughter - 1/200	35	70		
8. Charles Powell, son - 1/200	35	70		
9. John W. Powell, son - 1/200	35	70		
10. Joseph Powell, son - 1/200	35	69		
(X) To Heirs of Samuel Neal, deceased brother, viz:				
1. Minnie Neal, Widow - one-sixtieth	119	00		
2. Samuel Neal, Jr., son - 1/120	59	50		
3. Frances Gross, daughter - 1/120	59	50		
4. Rebecca Smith, daughter - 1/120	59	50		
5. James T. Neal, son of Charlotte Neal, deceased daughter - 1/120	59	49	7,139	83
			13,058	50

with

George B. Woelfel and Thomas J. Curley, Trustees

Cr.

1955

Oct.

18

Proceeds of Sale

13,000 00

Interest on deferred payment of  
\$11,700.00 from 10/18/55 to 11/19/  
55

58 50

13,058 50

13,058 50

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

Walter W. Riggins  
VERSUS  
Annie Lawrence,  
et al

No. 11,228 Equity.

ORDERED, This 22 day of May, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25  
day of June next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
25 day of June next.

*Filed 22 May, 1956, at 2:35 P.M. George T. Cromwell, Clerk.*  
In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26<sup>th</sup> day of June, 1956, that the  
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

FILED

*Benjamin Neukirch, Judge*

1956 JUN 26 PM 3:32

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 21, 1956

We hereby certify, that the annexed

Order Nisi E.C. 11, 225.

Auditor account.

Walter W. Riggins

was published in

## Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 25th

day of June, 1956. The first

insertion being made the 23rd day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,225 EQUITY

WALTER W. RIGGINS

versus

ANNIE LAWRENCE, et al.

Ordered, this 22nd day of May, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 25th  
day of June next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 25th day of June next.

GEORGE T. CROMWELL, Clerk,

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

ju-6

FILED

1956 JUN 26 AM 10:21

No. E.C. 11,225 JUN 26 AM 10:21

WALTER S. CALWELL,  
Attorney Named in Mortgage

VS.

EDGAR RAYMOND WENK, Jr.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

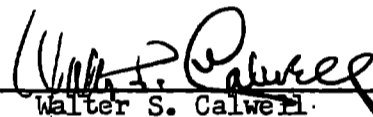
(In Equity)

No. 11,626

Mr. Clerk:

Please docket the above entitled suit and file among the  
papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Edgar Raymond Swenk, Jr.,  
to Baltimore Federal Savings and Loan Association,  
dated October 28th, 1953 and recorded among the Land  
Records of Anne Arundel County in Liber J.H.H. No. 793  
folio 40.



Walter S. Calwell  
Attorney Named in Mortgage

Filed JAN 25 1956

No. 11,626 Equity

## MORTGAGE

THIS MORTGAGE, made this 28th day of October, A. D. 1953, by  
and between EDGAR RAYMOND WENK, JR.

of Anne Arundel County, in the State of Maryland, hereinafter  
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America,  
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,\* is justly indebted to the Mortgagee for a loan  
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of  
NINETY-FOUR HUNDRED AND No/100ths Dollars (\$ 9400.00 ),  
being part of the purchase money for the property hereinafter described, with interest from date at the rate of  
Four and one half per centum (  $4\frac{1}{2}$  %) per annum until paid, principal and interest being  
payable at the office of the said Mortgagee

Baltimore City, Maryland, or at such other place as the holder hereof may  
designate in writing delivered or mailed to the Mortgagor, in monthly installments of  
Fifty-two and 25/100ths Dollars (\$ 52.25 ), commencing on the first day of  
November, 1953, and continuing on the first day of each month thereafter until the principal  
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be  
due and payable on the first day of October, 1978. Privilege is reserved to prepay  
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of  
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date  
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment  
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of  
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,  
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in  
Anne Arundel County, in the State of Maryland, to wit:

BEGINNING FOR THE SAME, and being known as Lot No. 75 on Plat of Belvedere Heights, said  
Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County  
on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or  
intended to be recorded among the Land Records of Anne Arundel County immediately prior  
hereto was granted and assigned by Admiral Equipment Corporation to the within named  
Mortgagor.

Plaintiff's Exhibit A.

\* Delete italicized words if Mortgagee is not a building and loan association.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~and in addition to the above the following described household appliances, such as, and shall be secured to the mortgagee, and in part of the realty, and a portion of the security for the indebtedness herein mentioned.~~

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 18th days of March and September in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
  - (II) interest on the indebtedness secured hereby; and
  - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

*Edmund M. Ward*

EDMUND M. WARD

*Edgar Raymond Wenk, Jr.*

Edgar Raymond Wenk, Jr.

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

to wit:

LIBER 793 PAGE 44

I HEREBY CERTIFY, That on this 28th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EDGAR RAYMOND WENK, JR. the above named Mortgagor, and he acknowledged the foregoing mortgage to be his act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Recorded: October 30,  
1953 at 9.10 A.M.

*Edmund M. Ward*

EDMUND M. WARD

Notary Public.

Application No. 31700  
Written by  
Approved by  
Ready for Record  
Examiner

STATE OF MARYLAND

Mortgage

FROM

EDGAR RAYMOND WENK, JR.

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record  
19 53 at 9:10 o'clock A. M.  
Same day recorded in Liber 793  
No. 793 Folio 49 A.A. Co.  
one of the Land Records of

and examined per

JOHN H. HOFFMAN, JR.

Clerk.

Cost of Record, \$ 9.00

U. S. GOVERNMENT PRINTING OFFICE 16-10890-1

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EDGAR RAYMOND WENK, Jr.

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY.

## STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from said Edgar Raymond Wenk, Jr.to Baltimore Federal Savings and Loan Associationdated the 28th day of October, 1953, and recorded among the Land Recordsof Anne Arundel County in Liber J.H.H. No. 793 Folio 40Amount of Mortgage \$9400.00Less - amount paid on principal 351.069048.94Plus - interest to 2/21/1956 430.899479.83Plus - overdraft in expense account 15.439495.26

CITY

STATE OF MARYLAND, ~~EDUCATION~~ OF BALTIMORE, Sect.I HEREBY CERTIFY, that on this 20th day of February in the  
year nineteen hundred and fifty-six, before me, the subscriber a Notary Publicof the State of Maryland, in and for said County  
of Baltimore, personally appeared Joseph M. Hisley, the Vice President of BaltimoreFederal Savings and Loan Association, holder of the Mortgagethe foregoing in the above entitled cause, and made oath that the foregoing is a just and true state-  
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining  
due and unpaid.

WITNESS my hand and Notarial seal.

*Clara M. Link*

Clara M. Link - Notary Public

Filed FEB 21 1956

227 ST PAUL STREET  
BALTIMORE, MD



60 JOHN STREET  
NEW YORK, N. Y

# Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building. Baltimore, Maryland,  
as Principal  
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue  
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,  
are held and firmly bound unto the State of Maryland in the full and just sum of.....  
NINETY-EIGHT HUNDRED AND 00/100 (\$9800.00) ..... Dollars,  
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we  
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,  
firmly by these presents.

Sealed with our seals, and dated this 17th .....  
day of February ..... in the year nineteen hundred and fifty-six .....

Whereas, the above bounden Walter S. Calwell - Attorney Named in Mortgage

by virtue of the power contained in a Mortgage from Wiger Raymond Wank Jr. to the  
Baltimore Federal Savings and Loan Association  
bearing date the 28th day of October ..... nineteen hundred and fifty-three .....  
and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.  
No. 793 ..... Folio 40 ..... and.....

is about to sell the land and premises described in said Mortgage, default having been made in the payment of \$122 Buena Vista Avenue, Anne Arundel Co Md.  
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....  
Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in..... him ..... under the  
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity  
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,  
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered  
in the presence of

Clara M. Lusk

Attest:

Assistant Secretary

Walter S. Calwell (Seal)

Walter S. Calwell

NEW AMSTERDAM CASUALTY COMPANY

By George J. Cronin  
Vice-President

Bond approved. 21 Feb. 1956, George J. Cronin

Filed FEB 21 1956

CALLAHAN AND CALWELL

Solicitors

Baltimore Federal Building  
Baltimore 2, Maryland

# Attorney's Sale

## OF

### VALUABLE LEASEHOLD PROPERTY

REFR 97 PAGE 217

Under and by virtue of the power and authority contained in a Mortgage from Edgar, Raymond Wank, Jr., to Baltimore Federal Savings and Loan Association dated October 28th, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 703 folio 40 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

**Tuesday, February 21st,  
1956  
at three P. M.**

all that leasehold lot of ground situate, lying and being in Belvedere Heights, near Arnold, Anne Arundel County, and described as follows:—

Being known as Lot No. 75 on Plat of Belvedere Heights, dated February, 1953, and recorded among the Land Records of Anne Arundel County on March 13th, 1953, in Plat Cabinet 4 Rod G-5, Plat No. 6.

Subject to the payment of an annual ground rent of \$84.00, and to any restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame, one family bungalow, containing 4 rooms, 1 bath, unfinished attic, hot water, radiant panel oil fired heat.

**TERMS OF SALE:—**A cash deposit of \$500 will be required of the purchaser at the time of sale, balance of purchase price upon ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from the date of sale, to date of settlement. Taxes ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,  
Attorney Named in Mortgage.  
E. T. NEWELL & CO., Inc., Auctioneer.

f-18

WALTER S. CALWELL, : IN THE CIRCUIT COURT  
 Attorney Named in Mortgage :  
 VS. : FOR  
 : ANNE ARUNDEL COUNTY  
 EDGAR RAYMOND WENK, Jr. :  
 : (In Equity)

No. 11,626 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney  
 Named in Mortgage, dated October 28th, 1953 and recorded among the  
 Land Records of Anne Arundel County in Liber J.H.H. No. 793 folio 40  
 from said Edgar Raymond Wenk, Jr.,

to the Baltimore Federal Savings and Loan Association, which  
 Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the  
 faithful discharge of his trust, which was duly filed and approved,  
 and having given notice of the time, place, manner and terms of sale by  
 advertisement inserted in "Evening Capital" "Maryland-Gazette"  
 advertisement inserted in ~~The Jeffersonian~~ newspapers published  
 Anne Arundel County  
 in ~~Baltimore County~~, for more than three successive weeks preceding  
 the day of sale, Walter S. Calwell, Attorney, under and by virtue  
 of the power and authority contained in said Mortgage (after default  
 having occurred thereunder) did, pursuant to said notice, on the  
 21st day of February, 1956 at three P.M.

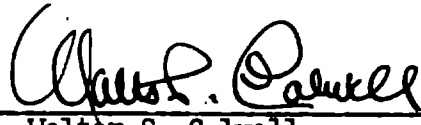
attend on the premises and then and there sold the leasehold  
 property situate, lying and being in ~~Baltimore~~ Anne Arundel County

known as Lot No. 75 on Plat of Belvedere Heights, said Plat being dated  
 February, 1953 and recorded among the Land Records of Anne Arundel County  
 on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6, more particularly  
 and at length described in the aforementioned Mortgage and advertisement  
 of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of ~~Five~~ Five Hundred  
 (\$500.00) Dollars was required of the purchaser at the time and  
 place of sale and taxes and other expenses, including Metropolitan  
 Sanitary and District liens, if any, be adjusted to day of sale.

Filed FEB 24 1956

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four (\$84.00) Dollars, at and for the sum of Ninety-three Hundred fifty (\$9350.00) Dollars, said purchaser being then and there the highest bidder.



Walter S. Calwell  
Attorney Named in Mortgage

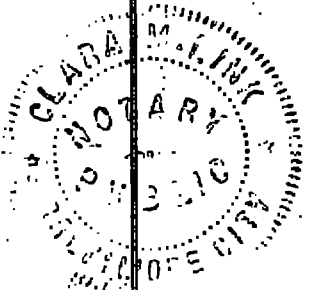
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of February, 1956 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



Clara M. Link - Notary Public



WALTER S. CALWELL,

Attorney Named in Mortgage

versus

EDGAR RAYMOND WENK, Jr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,626

Equity

Ordered, this 24th day of February, 1956, That the sale of the real estate in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~For~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of April next.

The report states that the amount of sales ~~was~~ was \$9350.00.

George J. Cromwell

Clerk.

True Copy,

Filed FEB 24 1956

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

EDGAR RAYMOND WENK, Jr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3d day of April, 1956, that the sale made and reported by the ~~Attorney~~ aforesaid, be and the same is hereby ~~finally~~ Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson  
Judge.

Filed APR 4 1956

No. 11,626 Equity

## MILITARY AFFIDAVIT

Docket

folio

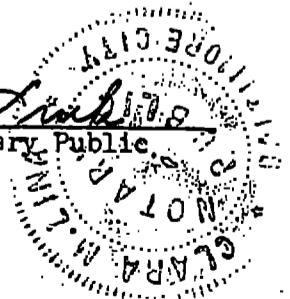
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of February 19 56 before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant Edgar Raymond Wenk, Jr.

against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, ~~that~~ ~~is about~~ ~~yourself~~, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell  
Walter S. Calwell - Affiant

Clara M. Link  
Clara M. Link - Notary Public



Filed..... MAR 1 1956

# Maryland Gazette

Published by  
THE CAPITAL-GAZETTE PRESS, INC.  
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,628 Equity  
WALTER S. CALWELL, Attorney  
Named in Mortgage  
Vs.  
EDGAR RAYMOND WENK, JR.

Ordered, this 24th day of February, 1956, That the sale of the real estate in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 2nd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of April next.

The report states that the amount of sale was \$9,350.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
m-22

## CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11, 628  
Sale

Edgar Raymond Wenk, Jr.  
was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 2nd

day of April, 1956. The first

insertion being made the 1st day of

March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

MAR 29 1956

Filed

No. M.G. 4844

12

*In the Case of*

Walter S. Caldwell,

Attorney named in Mortgage

VS.

Edgar Raymond Wenk, Jr.

In the

**Circuit Court**

For

**Anne Arundel County**

No. 11,626

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

May 7, 1956

All of which is respectfully submitted.

*James R. Dinkling*  
Auditor.

**FILED**

1956 MAY 16 PM 3:18

Dr.

Walter S. Calwell, Attorney named in Mortgage, vs.  
Edgar Raymond Wenk, Jr.

in ac.

To Attorney for Fee, viz:

50 00

To Attorney for Commissions, viz:

312 60

362 60

To Attorney for Court costs, viz:

Plaintiff's Solicitor's appearance fee

10 00

Clerk of Court - Court costs

28 00

Auditor -stating this account

13 50

51 50

To Attorney for Expenses, viz:

Capital-Gazette Press - advertising sale

37 52

Capital-Gazette Press - order nisi (sale)

8 00

Capital-Gazette Press - order nisi (acct)

6 00

New Amsterdam Casualty Co. - bond premium

39 20

E. T. Newell &amp; Co. - auctioneer's fee

25 00

One-half Federal documentary stamps

5 23

One-half State documentary stamps

5 22

Clara M. Link - notary fees

1 25

127 42

To Baltimore Federal Savings and Loan  
Association, mortgagee - this balance  
on account mortgage claim

8,969 72

8,969 72

9,511 24

Amount of mortgage claim filed

9,495 26

Cr. Amount allowed above

8,969 72

Balance subject to decree in personam

525 54

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1956

Feb.

21

Proceeds of Sale

9,350 00

Interest on deferred payment to

4/5/56 - 1 month 15 days

70 03

9,420 03

Refund 1956 State and County taxes

(\$103.45) - 1 month 8 days

83 52

Refund ground rent (\$84.00) paid

9/18/55 - 1 month 3 days

7 69

91 21

9,511 24

Walter S. Calwell,  
Attorney named in Mortgage  
VERSUS

Edgar Raymond Wenk, Jr.

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

No.....11,626.....

**Equity.**

ORDERED, This.....16.....day of.....May,.....1956...., That the  
Report and Account of the Auditor, filed this day in the above entitled cause,.....

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25<sup>th</sup>  
day of June next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
25<sup>th</sup> day of June next.

25<sup>th</sup> day of June next.  
*George T. Brownlee, Clerk*  
 Filed 16 May, 1956, at 3:18 P.M.  
 In the Circuit Court for Anne Arundel County

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 26th day of June, 1956, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*B. [Signature]* *H. C. [Signature]*

Benjamin M. Nichols  
Judge

**FILED**

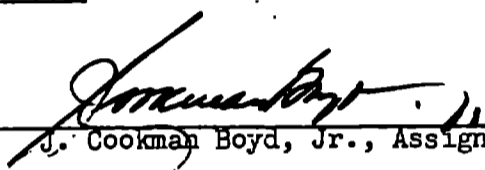
1956 JUN 26 PM 3:32



J. COOKMAN BOYD, JR. : IN THE CIRCUIT COURT  
Assignee : FOR  
vs. : ANNE ARUNDEL COUNTY  
JOSEPH C. KELLY and : In Equity  
CATHERINE M. KELLY, his wife :  
343 Grove Park Road : No. 11,709

Mr. Clerk:

Please enter foreclosure proceedings in the above entitled cause, upon the attached Mortgage from Joseph C. Kelly and Catherine M. Kelly, his wife, to The Prudential Insurance Company of America, which said Mortgage was assigned for foreclosure and collection by The Prudential Insurance Company of America to J. Cookman Boyd, Jr. on February 9, 1956, and recorded in Liber G.T.C., No. 1014, folio 315.

  
J. Cookman Boyd, Jr., Assignee

FILED  
1956 APR -7 AM 9:09

## MORTGAGE

THIS MORTGAGE, Made this tenth day of July, A. D. 19 51, by  
and between JOSEPH C. KELLY and CATHERINE M. KELLY, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

a corporation organized and existing under the laws of the State of New Jersey,  
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~ is justly indebted to the Mortgagee for  
borrowed money in the principal sum of SIX THOUSAND, ONE HUNDRED FIFTY  
Dollars (\$ 6150.00 ), being part of the purchase money for the property hereinafter described, with  
interest from date at the rate of four and one-half per centum ( 4 1/2 %) per annum on the unpaid  
principal until paid, principal and interest being payable at the office of The Prudential Insurance  
Company of America, in Newark, New Jersey

Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments  
of Thirty-four and 19/100 Dollars (\$ 34.19 ),  
commencing on the first day of August, 19 51, and on the first day of each month there-  
after until the principal and interest are fully paid, except that the final payment of principal and interest,  
if not sooner paid, shall be due and payable on the first day of July, 19 76.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on  
the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That  
written notice of an intention to exercise such privilege is given at least thirty (30) days prior to pre-  
payment; and provided further that in the event this debt is paid in full prior to maturity and while it is  
insured under the provisions of the National Housing Act, all parties liable for the payment of same,  
whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the  
holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof,  
except that in no event shall the adjusted premium exceed the aggregate amount of premium charges  
which would have been payable if the mortgage had continued to be insured until maturity; such payment  
to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment  
thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of  
One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby  
grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground  
situate, lying and being in Anne Arundel, in the State of Maryland aforesaid, and  
described as follows, that is to say:

BEGINNING for the same on the southwest side of Grove Park Road,  
at the end of three courses and distances along said side of said Road,  
from the center of Belle Grove Road, first, north thirty-two degrees forty  
minutes west two hundred fifty-three and sixty-six one-hundredths feet,  
second, north nine degrees thirty-six minutes west four hundred twenty-  
six and ninety-four one-hundredths feet and north twenty-four degrees  
fifty-three minutes west ninety-five and five one-hundredths feet and  
at a point in a line with the center of the partition wall between the  
house on the lot being described and that adjoining on the southeast;  
and running thence north twenty-four degrees fifty-three minutes west,  
binding on the southwest side of Grove Park Road, sixteen feet to a point  
in a line with the center of another partition wall; thence south sixty-  
five degrees seven minutes west, to and through the center of said wall,  
and extending the center line thereof, in all, one hundred twenty-five  
feet to the northeast side of an alley fifteen feet wide; thence south  
twenty-four degrees fifty-three minutes east, binding thereon, with  
the use thereof in common, sixteen feet; and thence north sixty-five  
degrees seven minutes east, to and through the center of said wall first  
herein mentioned, and continuing the same course, in all, one hundred  
twenty-five feet to the place of beginning. The improvements thereon  
being known as No. 343 Grove Park Road.

BEING the same lot of ground which, by deed of assignment dated of  
even date herewith, and recorded or intended to be recorded among the  
Land Records of Anne Arundel County, prior hereto was granted and assigned  
by The Belle Grove Corporation to the said mortgagors; subject to the  
payment of the annual rent of \$84.00, payable in equal half-yearly instal-  
ments on the 25th days of May and November, in each and every year.

SAID mortgagors have this day passed unto the said mortgagee their  
negotiable promissory note in said sum bearing even date herewith, payable  
in monthly instalments, with interest as aforesaid.

FILED

\*Delete italicized words if Mortgagee is not a Building and Loan Association.

1956 APR -7 AM 9:09

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever subject; to the payment of the annual rent of \$84.00, as aforesaid.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

- (a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ( $\frac{1}{12}$ ) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - (I) premium charges under the contract of insurance with the Federal Housing Commissioner;
  - (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (III) interest on the mortgage debt secured hereby; and
  - (IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 2 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

4  
BUL  
AGE

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or A.E. Kernan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: Gordon H. Witherspoon Joseph C. Kelly [SEAL]  
GORDON H. WITHERSPOON Catherine M. Kelly [SEAL]  
Catherine M. Kelly [SEAL]  
[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this tenth day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JOSEPH C. KELLY and CATHERINE M. KELLY, his wife, the above-named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared A.E. Kernan, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Gordon H. Witherspoon  
GORDON H. WITHERSPOON Notary Public.

Recorded-13th-July-1951-at-11:45-A.M. "O.P."

App. No. 108,072

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 603, Section 603, and Section 603 pursuant to Section 610 of the National Housing Act, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND  
Loan No. 108,072  
MORTGAGE (2)  
JOSEPH C. KELLY and WIFE

THE PRUDENTIAL INSURANCE COMPANY

Received for Record July, 13th  
at 11:45 o'clock A. M. 1951  
Same day recorded in Liber No. 233  
Folio 1, etc., one of the  
Records of  
examined per [Signature] Clerk  
and  
Cost of Records, \$ 12.00  
1.00 of  
1.00 charged  
14.00 Insured

under section	of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder
Dated	as amended
By	FEDERAL HOUSING COMMISSIONER
Date	Authorized Agent.

References is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

Wm. Green W.

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY  
STATE OF MARYLAND

BOND OF Assignee  
To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, J. Cookman Boyd, Jr.  
of Baltimore, Maryland

as Principal ,  
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the  
laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the  
full and just sum of Six Thousand Five Hundred and 00/100 - - - - -  
Dollars (\$ 6,500.00 ), to be paid to the said State or its certain Attorney, to which payment well  
and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors,  
administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of April , in the year of  
our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden J. Cookman Boyd, Jr.

by virtue of the power contained in a mortgage  
from Joseph C. Kelly and Catherine M. Kelly, his/ to Prudential Insurance  
Company of America wife/ bearing date the  
10th day of July , 1951 and recorded among the Land  
Records of Anne Arundel County in Liber  
No. 632 Folio One and assigned to J. Cookman Boyd, Jr.  
for purpose of foreclosure, and J. Cookman Boyd, Jr.

is about to sell the land and premises described in said mortgage, default having been made in the pay-  
ment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

J. Cookman Boyd, Jr.

do and shall well and truly and faithfully perform the trust reposed in him under the mort-  
gage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of  
Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obli-  
gation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

*Catherine H. Ellis*  
CATHERINE H ELLIS

*J. Cookman Boyd, Jr.* (SEAL)  
J. Cookman Boyd, Jr. (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Howard J. McNamara*  
Howard J. McNamara  
Attorney in fact.

FILED

1956 APR -7 AM 9:09

Bond approved this 7 Apr 1956  
George T. Cromwell, Clerk.

J. COOKMAN BOYD, JR.  
Assignee

vs.

JOSEPH C. KELLY and  
CATHERINE M. KELLY, his wife  
343 Grove Park Road

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

No. 11,709

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of J. Cookman Boyd, Jr., Assignee of mortgage from Joseph C. Kelly and Catherine M. Kelly, his wife, to The Prudential Insurance Company of America, dated the 10th day of July, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 632, page 1, etc.:

Principal Balance	\$5,525.87
Interest at $4\frac{1}{2}\%$ per annum from December 1, 1955 to May 14, 1956	154.01 <u>5,679.88</u>
Credit in Escrow Account	<u>61.67</u>
Balance due as of May 14, 1956	\$5,618.21

County taxes & benefit assessment 1956 not paid  
Daily Interest rate .6906

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. Cookman Boyd, Jr., the Plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and notarial seal.

*Ethel V. McKean*  
Notary Public

Ethel V. McKean

FILED

1956 MAY 11 AM 10:52



J. COOKMAN BOYD, JR.	:	IN THE CIRCUIT COURT
Assignee	:	
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOSEPH C. KELLY and	:	
CATHERINE M. KELLY, his wife	:	
343 Grove Park Road	:	In Equity
	:	No. 11,709

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

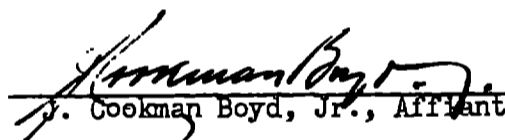
I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared J. Cookman Boyd, Jr. and made oath in due form of law that while he does not personally know the defendants herein, he has made diligent inquiry as to the military status of the defendants herein, and that as a result thereof deposes and says that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States;

(2) said defendants are not in the military service of any nation allied with the United States;

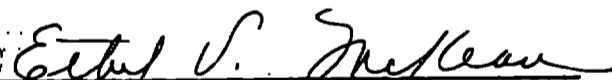
(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended;

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

  
J. Cookman Boyd, Jr., Affiant

Subscribed and sworn to before me.

this 9th day of May, 1956.

  
Notary Public  
Ethel V. McKean

FILED

1956 MAY 11 AM 10:52

J. COOKMAN BOYD, JR., Solicitor  
900 Baltimore Life Building  
Baltimore 1, Maryland

**Assignment's Sale**  
Of  
**Valuable Leasehold  
Dwelling Property**  
**No. 343 Grove Park Road**  
**Anne Arundel County,**  
**Maryland**

Under and by virtue of the power and authority contained in a Mortgage from Joseph C. Kelly and Catherine M. Kelly, his wife, to The Prudential Insurance Company of America, dated the 10th day of July, 1951, and recorded among the Land Records of Anne Arundel County, in Liber J.L.B. 032 folio 1, etc., which said Mortgage was assigned by The Prudential Insurance Company of America to J. Cookman Boyd, Jr., for foreclosure and collection by Assignment dated the 9th day of February, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. Book 1014, page 315, the undersigned Assignee, under and by virtue of the power vested in him (default having occurred under the aforesaid Mortgage) will sell at Public Auction on

**MONDAY,**  
**MAY 14, 1956**  
**at 2 p.m.**  
**on the premises**

All that parcel of ground situate and being in Anne Arundel County and described as follows:

BEGINNING for the same on the southwest side of Grove Park Road, at the end of three courses and distances along said side of said Road, from the center of said Grove Road, first, north thirty-two degrees forty minutes west two hundred fifty-three and sixty-six one-hundredths feet, second, north nine degrees thirty-six minutes west four hundred twenty-six and ninety-four one-hundredths feet and north twenty-four degrees fifty-three minutes west ninety-five and five one-hundredths feet and at a point in a line with the center of the partition wall between the house on the lot being described and that adjoining on the southeast; and running thence north twenty-four degrees fifty-three minutes west, binding on the southwest side of Grove Park Road, sixteen feet to a point in a line with the center of another partition wall; thence south

OFFICE OF

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

1956  
97 PAGE 236

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., May 10, 1956

We hereby certify, that the annexed

Assignment's Sale

Joseph C. Kelly  
was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 14th

day of May, 1956. The first

insertion being made the 26th day of

April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**

1956 MAY 12 AM 10:46

J. H. Tilghman

sixty-five degrees seven minutes west to and through the center of said wall and extending the center line thereof, in all, one hundred twenty-five feet to the northeast side of an alley fifteen feet wide; thence south twenty four degrees fifty-three minutes east, binding thereon, with the use thereof in common, sixteen feet; and thence north sixty-five degrees seven minutes east, to and through the center of said wall first herein mentioned, and continuing the same course, in all one hundred twenty-five feet to the place of beginning. The improvements thereon being known as No. 843 Grove Park Road.

BEING the same lot or ground which by deed of assignment dated the 10th day of July, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 632, folio 1, prior to the aforesaid Mortgage, was granted and conveyed by the Belle Grove Corporation to the said mortgagors.

The property is improved by a two story brick dwelling with modern conveniences.

The property is subject to an annual ground rent of Eighty-Four Dollars (\$84.00), payable in equal half-yearly installments on the 24th days of May and November, in each and every year.

Taxes, Anne Arundel County Sanitary Commission charges (if any), and other municipal liens and charges, and ground rent will be adjusted from the date of sale.

A deposit of Five Hundred Dollars (\$500.00) cash will be required at the time of sale, and the balance of the purchase money to bear interest from the date of sale, and said balance to be paid in cash immediately upon ratification of said sale by the Circuit Court for Anne Arundel County.

J. COOKMAN BOYD, JR.,

Assignee

E. T. NEWELL & COMPANY,

Baltimore, Maryland,

Auctioneer.

m-10

## Legal Notices

J. COOKMAN BOYD, JR., Solicitor  
200 Baltimore Life Building  
Baltimore Maryland

## Assignees' Sale

Of  
Valuable Leasehold  
Dwelling Property  
No. 343 Grove Park Road  
Anne Arundel County,  
Maryland

Under and by virtue of the power and authority contained in a Mortgage from Joseph C. Kelly and Catherine M. Kelly, his wife, to The Prudential Insurance Company of America, dated the 10th day of July, 1951, and recorded among the Land Records of Anne Arundel County, in Liber J.L.H. 632, folio 1, etc., which said Mortgage was assigned by The Prudential Insurance Company of America to J. Cookman Boyd, Jr., for foreclosure and collection by Assignment dated the 9th day of February, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C., Book 1013, page 316, the undersigned Assignee, under and by virtue of the power vested in him (default having occurred under the aforesaid Mortgage) will sell at Public Auction on

MONDAY,  
MAY 14, 1956  
at 2 p.m.  
on the premises

All that parcel of ground situate and being in Anne Arundel County and described as follows:

BEGINNING for the same on the southwest side of Grove Park Road, at the end of three courses and distances along said side of said Road, from the center of Belle Grove Road, first, north thirty-two degrees forty minutes west two hundred fifty-three and sixty-six one-hundredths feet, second, north nine degrees thirty-six minutes west four hundred twenty-six and ninety-four one-hundredths feet and north twenty-four degrees fifty-three minutes west ninety-five and five one-hundredths feet and at a point in a line with the center of the partition wall between the houses on the lot being described and that adjoining on the southeast; and running thence north twenty-four degrees fifty-three minutes west, binding on the southwest side of Grove Park Road, sixteen feet to a point in a line with the center

OFFICE OF

## Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1956

We hereby certify, that the annexed

Assignees' Sale

Joseph C. Kelly  
was published in

## Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once <sup>Time</sup> ~~a~~ week for 1

successive weeks before the 14th

day of May, 1956. The first insertion being made the 19th day of

April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1956 MAY 12 AM 10:40

H. Tilghman

1956 97 PAGE 238

of another partition wall; thence south sixty-five degrees seven minutes west to and through the center of said wall and extending the center line thereof, in all, one hundred twenty-five feet to the northeast side of an alley fifteen feet wide; thence south twenty-four degrees fifty-three minutes east, binding thereon, with the use thereof in common, sixteen feet; and thence north sixty-five degrees seven minutes east to and through the center of said wall first herein mentioned, and continuing the same course, in all one hundred twenty-five feet to the place of beginning. The improvements thereon being known as No. 243 Grove Park Road.

BEING the same lot of ground which by deed of assignment dated the 10th day of July, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 632, folio 1, prior to the aforesaid Mortgage, was granted and conveyed by the Belle Grove Corporation to the said mortgagors.

The property is improved by a two story brick dwelling with modern conveniences.

The property is subject to an annual ground rent of Eighty-Four Dollars (\$84.00), payable in equal half-yearly installments on the 24th days of May and November, in each and every year.

Taxes, Anne Arundel County Sanitary Commission charges (if any), and other municipal liens and charges, and ground rent will be adjusted from the date of sale.

A deposit of Five Hundred Dollars (\$500.00) cash will be required at the time of sale, and the balance of the purchase money to bear interest from the date of sale, and said balance to be paid in cash immediately upon ratification of said sale by the Circuit Court for Anne Arundel County.

J. COOKMAN BOYD, JR.,

Assignee

E. T. NEWELL & COMPANY

Baltimore, Maryland.

Auctioneer.

m-10

J. COOKMAN BOYD, Jr.,  
Assignee

vs.

JOSEPH G. KELLY and  
CATHERINE M. KELLY, his wife  
343 Grove Park Road

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

\*\*\*\*\*

No. 11,709

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of J. Cookman Boyd, Jr., Assignee in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place and manner and terms of sale, by advertisements inserted in the "Evening Capital", a daily newspaper published in Anne Arundel County, for four successive weeks preceding the day of sale, said Assignee did, pursuant to said notice, on Monday, the 14th day of May, 1956, at 2 o'clock P.M. attend on the premises and then and there sold the leasehold property known as 343 Grove Park Road, Anne Arundel County, Maryland, to Henry John Weber, at and for the sum of Six Thousand, Two Hundred and Fifty Dollars (\$6,250.00).

*J. Cookman Boyd, Jr.*  
J. Cookman Boyd, Jr., Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14<sup>th</sup> day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. Cookman Boyd, Jr., Assignee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

*Ethel V. McKean*  
Ethel V. McKean, Notary Public



**FILED**  
1956 MAY 15 AM 9:20

11000 97 PAGE 241  
ORDER NISI

J. Cookman Boyd, Jr.,

Assignee

versus

Joseph C. Kelly and

Catherine M. Kelly, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,709

Equity

May

19 56

Ordered, this 15 day of May, 19 56, That the sale of the Property in these Proceedings mentioned,

made and reported by J. Cookman Boyd, Jr., Assignee,

~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 day of June next; Provided, a copy of this Order be inserted in some newspaper

published in Anne Arundel County, once in each of three successive weeks before the 18 day of June next.

The report states that the amount of sales ~~was~~ <sup>was</sup> \$6,250.00.

*George T. Cromwell* Clerk.

True Copy.

TEST: Clerk.

(Final Order)

*Filed 15 May, 1956, at 9:20 A.M.*

J. Cookman Boyd, Jr.,

Assignee

versus

Joseph C. Kelly and

Catherine M. Kelly, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19<sup>th</sup> day of June, 1956, that the sale made and reported by the ~~Assignee~~ <sup>Assignee</sup> aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Assignee~~ <sup>Assignee</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1956 JUN 19 PM 3:46

*Benjamin McLeod* Judge

OFFICE OF  
**Maryland Gazette**

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**THE CAPITAL-GAZETTE PRESS, INC.**  
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Order Nisi**

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,709 Equity  
J. Cookman Boyd, Jr., Assignee  
Vs.

Joseph C. Kelly and Catherine M.  
Kelly, his wife

Ordered, this 15th day of May, 1956,  
That the sale of the Property in these  
Proceedings mentioned, made and re-  
ported by J. Cookman Boyd, Jr., As-  
signee, BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
thereof be shown on or before the 18th  
day of June, next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 18th day of June next.  
The report states that the amount  
of sale was \$0,250.00.

GEORGE T. CROMWELL, Clerk  
True Copy, Test:  
GEORGE T. CROMWELL, Clerk  
ju-7

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., June 16, 1956

We hereby certify that the annexed

Order Nisi - Sale  
Equity 11709

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 18th

day of June, 1956. The first

insertion being made the 17th day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. Funch

**FILED**

No. M.G. 3922  
1956 JUN 16 AM 11:50

*In the Case of*

J. Cookman Boyd, Jr.,  
Assignee  
VS.  
Joseph C. Kelly  
and  
Catherine M. Kelly, his wife

In the  
**Circuit Court**  
For  
**Anne Arundel County**  
No. 11,709      Equity

*To the Honorable, the Judges of said Court:*

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

June 25, 1956

All of which is respectfully submitted.

*Paula K. Gishling*  
Auditor.

FILED

1956 JUN 28 PM 12:50

Dr. J. Cooiman Boyd, Jr., Assignee vs. Joseph C. Kelly and Catherine M. Kelly, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	218	54	268	54
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	71	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	19	40		
U. S. Fidelity & Guaranty Co. - bond premium	26	00		
E. T. Newell & Co. - auctioneer's fee	75	00		
Clerk of Court - recording assignment	3	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Miscellaneous expenses	5	12	220	91
To Assignee for Taxes and Benefit Charges, viz:				
1956 State and County taxes -adjusted 4 months 14 days	34	62		
1956 water and sewer benefit charges - 4 months 14 days	2	69	37	31
To Assignee for Ground Rent, viz:				
Semi-annual ground rent of \$42.00 due 5/25/56 - 5 months 11 days	37	56	37	56
The Prudential Insurance Company of America, mortgagee - in full for mortgage claim	5,618	21	5,618	21
To Joseph C. Kelly and Catherine M. Kelly, his wife, mortgagors - this balance	50	47	50	47
			6,284	50

**Cr.**

[illegible]

ORDER NISI

111FR

97 PAGE 246

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

J. Cookman Boyd, Jr.,

Assignee

VERSUS

Joseph C. Kelly

and

Catherine M. Kelly, his wife

No. 11,709

Equity.

ORDERED, This 28 day of June, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of August next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of August, 1956, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the proceeds accordingly with a due proportion of interest as the same has been or may be received.

George T. Cromwell, Clerk  
Filed 28 June, 1956, at 12:50 P.M.  
Benjamin H. Nicholas, Jr., Judge

FILED

1956 AUG -8 PM 12:56

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**Annapolis, Md., July 31, 1956

We hereby certify, that the annexed

Order Nisi, Ex. 11, 759  
creditor account.

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 6thday of August, 1956. The firstinsertion being made the 5th day ofJuly, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**No. M.G. 7273

1956 JUL 31 PM 3:47

**Order Nisi**IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,700 EquityJ. COOKMAN BOYD, JR., Assignee  
Vs.JOSEPH C. KELLY and CATHERINE  
M. KELLY, his wife.Ordered, this 28th day of June, 1956.  
That the Report and Account of the  
Auditor, filed this day in the above en-  
titled cause BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
be shown on or before the 6th day of  
August next; Provided, a copy of this  
Order be inserted in some newspaper  
published in Anne Arundel County,  
once in each of three successive weeks  
before the 6th day of August next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.  
Jy-10

WALTER S. CALWELL, : IN THE CIRCUIT COURT  
Attorney Named in Mortgage. :  
VS. : FOR  
WALTER THEODORE OSTERLOH AND : ANNE ARUNDEL COUNTY  
BETTE OSTERLOH, his wife : (In Equity)

*No. 11,669 Equity*

Mr. Clerk:

Please docket the above entitled case and file among the  
papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Walter Theodore Osterloh and Bette Osterloh, his wife to Baltimore Federal Savings and Loan Association, dated September 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 781 folio 485.

*Walter S. Calwell*

Walter S. Calwell  
Attorney Named in Mortgage

Filed FEB 29 1956

## MORTGAGE

THIS MORTGAGE, made this 9th day of September, A. D. 1953, by and between WALTER THEODORE OSTERLOH and BETTE OSTERLOH, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,\* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ninety-one hundred and fifty and No/100ths Dollars (\$ 9150.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (  $4\frac{1}{2}$  %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in ~~Baltimore~~ Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty and 87/100ths Dollars (\$ 50.87 ), commencing on the first day of October, 19 53, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 78. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 110 on the Plat of Belvedere Heights, which plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13th, 1953.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Bedford Holding Company to the Mortgagors herein.

\* Delete italicized words if Mortgagee is not a building and loan association.

Plaintiff's Exhibit "A"

Filed FEB 29 1956

LIBER 781 PAGE 486

~~TOGETHER~~ WITH all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~and in condition thereof as they are found at the time of foreclosure sale, without regard to whether such fixtures and improvements have been affixed thereto by the mortgagor or his assigns, or otherwise, and whether such fixtures and improvements were so affixed before or after the date of the execution of the mortgage instrument hereby referred to.~~

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 9th days of March and September in each and every year.

**PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.**

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
  - (II) interest on the indebtedness secured hereby; and
  - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum ~~per annum~~ <sup>and one half 1/2%</sup> per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum ~~per annum~~ <sup>and one half 1/2%</sup> per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hercof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for ~~thirty~~ <sup>thirty</sup> days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness

EDMUND M. WARD

WALTER THEODORE OSTERLOH

BETTE OSTERLOH

BALTIMORE  
STATE OF MARYLAND, CITY OF ~~BALTIMORE~~ to wit:

I HEREBY CERTIFY, That on this 9th day of September, 19 53, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WALTER THEODORE OSTERLOH and BETTE OSTERLOH, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Recorded: September 14,  
1953 at 9 A.M.

EDMUND M. WARD

Notary Public.

Application No. 311434  
Written by J. M. Ward  
Approved by J. M. Ward  
Ready for Record J. M. Ward  
Examiner J. M. Ward

STATE OF MARYLAND

Mortgage

FROM

WALTER THEODORE OSTERLOH and  
BETTE OSTERLOH, his wife,

TO

BALTIMORE FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Received for Record 14 Sept. A.M.  
19 53 at 9 o'clock  
Same day recorded in Liber 781  
No. 4185 Folio of A.A.C.C. &c.,  
one of the Land Records of

and examined per

John P. Hoppin, Jr. Clerk.  
Cost of Record, \$ 9.00

U. S. GOVERNMENT PRINTING OFFICE: 16-48990-4

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WALTER THEODORE OSTERLOH AND

BETTE OSTERLOH, his wife

IN THE

**Circuit Court for Baltimore County**

IN EQUITY.

## STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Walter Theodore Osterloh and Bette Osterloh, his wife

to Baltimore Federal Savings and Loan Association

dated the 9th day of September, 19 53, and recorded among the Land Records

of Baltimore County in Liber J.H.H. No. 781 Folio 485

Amount of Mortgage \$9150.00

Less - amount paid on principal 427.56

8722.44

Plus - interest to 3/28/1956 325.19

9047.63

Plus - overdraft in expense account 12.02

9059.65

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 27th day of March in the year nineteen hundred and fifty-six, before me, the subscriber a Notary Public

City of the State of Maryland, in and for said ~~county~~

of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore

Federal Savings and Loan Association, holder of the Mortgage

~~represented~~ in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

Filed MAR 28 1956

227 ST. PAUL STREET  
BALTIMORE, MD.60 JOHN STREET  
NEW YORK, N. Y.**Know All Men by These Presents:**That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland

as Principal

and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-FIVE HUNDRED AND 00/100 (\$9500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23rd day of March in the year nineteen hundred and fifty-six

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Walter Theodore Osterloh and Bette Osterloh, his wife to the Baltimore Federal Savings and Loan Association bearing date the 9th day of September nineteen hundred and fifty-three and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 781, Folio 485, and

Lot 110 Steven Avenue, Anne Arundel Co. Md. is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

**Now the Conditions of this Obligation are Such, That if the above bounden**

Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered  
in the presence ofClara M. Smith

Witness as to Surety:

M.S. Kraus

Bond approved this 28 Mar. 1956  
George J. Cromwell clerk

Filed MAR 28 1956

Walter S. Calwell (Seal)  
Walter S. Calwell

NEW AMSTERDAM CASUALTY COMPANY

By J. H. H. H. H. Vice-President

Attest:

By J. H. H. H. H. Assistant Secretary

MILITARY AFFIDAVIT

No. 11,669 Equity

Docket

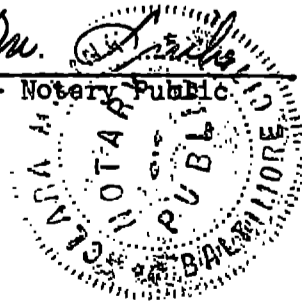
folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of March 19 56 before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant s Walter Theodore Osterloh and Bette Osterloh, his wife against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied they have in the present war, that ~~he is not~~ not been ordered to report for induction under the Selective Training and Service Act of 1940, that ~~he is not~~ they are not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein, ~~that~~ ~~is about~~ ~~years old~~, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell  
Walter S. Calwell - Affiant

Clara M. Link  
Clara M. Link - Notary Public



FILED

1956 APR -6 AM 9:30

WALTER S. CALWELL,  
Attorney Named in Mortgage

VS.

WALTER THEODORE OSTERLOH AND  
BETTE OSTERLOH, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

*No. 11,669 Equity*

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney

Named in Mortgage, dated September 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 781 folio 485 from said Walter Theodore Osterloh and Bette Osterloh, his wife

to the Baltimore Federal Savings and Loan Association, which

Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the

faithful discharge of his trust, which was duly filed and approved,

and having given notice of the time, place, manner and terms of sale by

"Evening Capital" and "Maryland-Gazette"

advertisement inserted in ~~"The Baltimore Sun"~~ newspapers published

Anne Arundel

in ~~Baltimore~~ County, for more than three successive weeks preceding

the day of sale, Walter S. Calwell, Attorney, under and by virtue

of the power and authority contained in said Mortgage (after default

having occurred thereunder) did, pursuant to said notice, on the

28th day of March, 1956 at three P.M.,

attend on the premises and then and there sold the leasehold

Anne Arundel

property situate, lying and being in ~~Baltimore~~ County

known as Lot No. 110 on Plat of Belvedere Heights, which Plat is dated February, 1953 and recorded among the Land Records of Anne Arundel County on March 13th, 1953, more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

Five

BY TERMS OF SALE, a cash deposit of ~~Three~~ Hundred

(\$500.00) Dollars was required of the purchaser at the time and

place of sale and taxes and other expenses, including Metropolitan

Sanitary and District liens, if any, be adjusted to day of sale.

**FILED**

1956 APR -6 AM 9:30

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four (\$84.00) Dollars, at and for the sum of Nine Thousand (\$9000.00) Dollars, said purchaser being then and there the highest bidder.

*Walter S. Calwell*

Walter S. Calwell  
Attorney Named in Mortgage

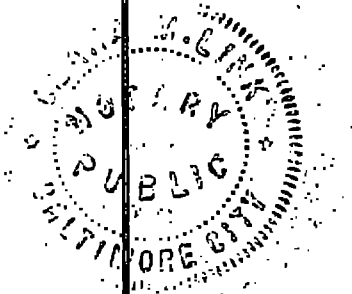
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of March, 1956 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

*Clara M. Link*

Clara M. Link - Notary Public



CALLAHAN AND CALWELL  
Solicitors  
Baltimore Federal Building  
Baltimore 2, Maryland

### Attorney's Sale OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Walter Theodore Osterloh and Botte Osterloh, his wife to Baltimore Federal Savings and Loan Association, dated September 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 781 folio 485 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

WEDNESDAY March 28th,  
1956

at three P. M.

all that leasehold lot of ground situate, lying and being in Belvedere Heights, near Arnold, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 110 on Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Land Records of Anne Arundel County on March 13th, 1953.

Subject to the payment of an annual ground rent of \$84.00, and to any restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story brick and frame bungalow, 1 family dwelling, containing 4 rooms, 1 bath, unfinished attic, hot water, radiant panel, oil fired heat.

TERMS OF SALE:-A cash deposit of \$500.00 will be required of the purchaser at time of sale, balance of purchase price upon ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from the date of sale, to date of settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,  
Attorney Named in Mortgage.  
E. T. Newell & Co., Inc., Auctioneer.

Walter S. Calwell, Attorney Named  
in Mortgage

versus

Walter Theodore Osterloh and  
Bette Osterloh, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. No. 11,669 Equity

Ordered, this 6th day of April, 19 56, That the sale of the  
property in these proceedings mentioned  
made and reported by Walter S. Calwell, Attorney Named in Mortgage,  
~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th  
day of May next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 14th  
day of May next.

The report states that the amount of sales ~~was~~ <sup>was</sup> \$ 9,000.00

George J. Cromwell Clerk.

True Copy,

Filed APR 6 1956

TEST: Clerk.

(Final Order)

Walter S. Calwell, Attorney Named  
in Mortgage

versus

Walter Theodore Osterloh and  
Bette Osterloh, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of May, 1956,  
that the sale made and reported by the ~~Trustee~~ <sup>Attorney</sup> aforesaid, be and the same is hereby Ratified and Confirmed  
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order  
Nisi, passed in said cause; and the ~~Trustee~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

Benjamin Anderson Judge.

FILED

1956 MAY 15 PM 4:41

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Order Nisi**

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,609 Equity  
WALTER S. CALWELL, Attorney  
Named in Mortgage

vs.  
WALTER THEODORE OSTERLOH  
And BETTE OSTERLOH, His Wife.  
Ordered, this 8th day of April, 1956.  
That the sale of the property in these  
proceedings mentioned made and re-  
ported by Walter S. Calwell, Attorney  
Named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 14th day of May next; Provided, a  
copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three successive  
weeks before the 14th day of May next.

The report states that the amount of  
sale was \$9,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-3

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., May 11, 1956.

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,649

Walter Theodore Osterloh

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 14th

day of May, 1956. The first

insertion being made the 12th day of

April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

**FILED**

No. M.G. 1956 MAY 11 PM 3:01

//

***In the Case of***

Walter S. Calwell.

..Attorney...named...in...Mortgage

**VS.**

Walter Theodore Osterloh

and

Bette Osterloh, his wife

## In the

# Circuit Court

**For**

## Anne Arundel County

No. 11,669

## Equity

**To the Honorable, the Judges of said Court:**

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

June 25, 1956

**All of which is respectfully submitted.**

*Laura R. Fickling*  
Auditor.

**FILED**

1956 JUN 28 PM 4:18

Dr.

in ac.

Walter S. Calwell, Attorney named in Mortgage, vs. Walter Theodore Osterloh and Bette Osterloh, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	302	61	352	61
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	38	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Clara M. Link - notary fees	1	25	128	15
To Attorney for Taxes, viz:				
1956 State and County Taxes (\$95.91) - 2 months 28 days	9	48	9	48
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of \$42.00 due 9/9/56 - 19 days	4	37	4	37
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,540	89	8,540	89
			9,087	00
Amount of mortgage claim filed	9,059	65		
Cr. Amount allowed above	8,540	89		
Balance subject to decree in personam	518	76		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1956

Mar.

28

Proceeds of Sale

9,000 00

Interest on deferred payment -

1 month 18 days

87 00

9,087 00

9,087 00

ORDER NISI

Walter S. Calwell,  
 Attorney named in Mortgage  
 VERSUS  
 Walter Theodore Osterloh  
 and  
 Bette Osterloh, his wife

In the  
**CIRCUIT COURT**  
 For  
**ANNE ARUNDEL COUNTY**

No. 11,669 Equity.

ORDERED, This 28 day of June, 1956, That the  
 Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6  
 day of August next; Provided a copy of this Order be inserted in some newspaper  
 published in Anne Arundel County, once in each of three successive weeks before the  
 6 day of August next.

*Filed 28 June, 1956, at 4:18 P.M.*  
*George T. Cromwell, Clerk.*  
 In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7 day of August, 1956, that the  
 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
 to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion  
 of interest as the same has been or may be received.

*Benjamin Nicholson*  
*Judge.*

FILED

1956 AUG -8 PM 12:56

**Published by**

**THE CAPITAL-GAZETTE PRESS, INC.**

**HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING**

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,660 Equity  
WALTER S. CALWELL, Attorney  
named in Mortgage

WALTER THEODORE OSTERLOH  
and BETTE OSTERLOH, his wife.

Ordered, this 28th day of June, 1866,  
That the Report and Account of the  
Auditor, filed this day in the above en-  
titled cause BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
be shown on or before the 6th day of  
August next; Provided, a copy of this  
Order be inserted in some newspaper  
published in Anne Arundel County,  
once in each of three successive weeks  
before the 6th day of August next.  
GEORGE T. CROMWELL, Clerk.

True Copy, TEST:  
GEORGE T. CHROMWELL, Clerk.

Annapolis, Md., August 1, 1956

**We hereby certify, that the annexed**

Order 711 to 11,669  
Auditor account

Master Theodore Esterhazy

**was published in**

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 9-----

successive weeks before the 6<sup>th</sup> -----

day of August, 1956. The first

insertion being made the 5<sup>th</sup> day of

\_\_\_\_\_July\_\_\_\_\_, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Lohman

**FILED**

No. M.G. ---1956---AUG-6 AM 9:59

15

EUGENE S. RIEDER  
Complainant  
vs.

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
NO. 11,638 EQUITY

VICTOR F. RIEDER  
1839 Frederick Avenue,  
Baltimore 23, Maryland  
THECKLA RIEDER  
c/o Superintendent of  
Spring Grove State Hospital  
Catonsville, Maryland.  
Defendants

.. .. .

BILL OF COMPLAINT TO FORECLOSE  
EQUITY AND RIGHT OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Eugene S. Rieder, the Complainant in the above styled matter, by and through his Solicitor, Henry J. Tarantino, respectfully states unto your Honors:

1. That a search of the Land Records, the Records of the Register of Wills, the Equity and Law Records of Anne Arundel County, Maryland, discloses that the Defendants were the owners, as tenants by the entireties, of the property at the time it was sold to the County Commissioners of Anne Arundel County by the County Treasurer.

2. That the County Commissioners of Anne Arundel County have conveyed said property to the Complainant, Eugene S. Rieder by the following deed:

Deed dated May 5, 1943 and recorded in Liber J.H.H.  
No. 279, folio 122.

The original deed as recorded aforesaid is filed herewith and marked "Complainant's Exhibit No. 1", and prayed to be taken as a part hereof.

3. That on November 1, 1955, the Certificate of Tax Sale attached hereto and marked "Complainant's Exhibit No. 2" was issued by Joseph H. Griscom, Sr., Collector of State and County taxes, which Certificate has been duly assigned to the Complainant, Eugene S. Rieder, on November 8, 1955, and prayed to be taken a part hereof.

4. That in August 1931, the said Theckla Rieder was admitted to the Spring Grove State Hospital and has been a patient of said Institution since the aforesaid date.

HENRY J. TARANTINO  
ATTORNEY AT LAW  
ANNAPOLIS, MARYLAND

Filed FEB 3 1956

5. That the property mentioned in said Certificate is described as follows:

Certificate No. 636 - Lot 9A-Section A, and improvements as shown on the plat of Manhattan Beach.

The amount due on day of sale was \$99.57.

6. That the property has not been redeemed by any party in interest, although more than one year and a day from the date of sale has expired.

7. To redeem this property, it is necessary for the Defendants to pay the sums as set out after said property description, together with interest, taxes and penalty accruing subsequent to the date of sale as provided by Section 90-J and 90-K of Article 81 of the Code of Maryland, 1947 Supplement.

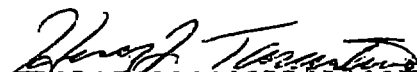
TO THE END, THEREFORE:


(1) That process issue and be directed to the Defendants named in said Bill of Complaint.

(2) That an Order of Publication issue directed to all parties in interest in the property.

(3) That a final Decree by this Honorable Court be passed foreclosing all rights of redemption of the Defendants and to the property described herein.

AND AS IN DUTY BOUND

  
Henry J. Tarantino,  
Solicitor for Complainant  
160 South Street,  
Annapolis, Maryland.

  
Eugene S. Rieder,  
Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 3 day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene S. Rieder, the above named Complainant, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

HENRY J. TARANTINO  
ATTORNEY AT LAW  
ANNAPOLIS, MARYLAND

WITNESS my hand and Notarial Seal

  
Henry J. Tarantino

**This Deed,** Made this

J

day of May,

in the year one thousand nine hundred and Forty-three, by and between County Commissioners

of Anne Arundel County, a body corporate,

in the State of Maryland, of the first part, and

Eugene S. Rieder, party

of the second part, Grantee.

Witnesseth, that in consideration of the sum of FIVE DOLLARS, and other good and valuable considerations paid by the said party of the second part to the said party of the ~~first~~ first part, the receipt whereof is hereby acknowledged,

the said County Commissioners of Anne Arundel County, a body corporate,

do es grant and convey unto the said Eugene S. Rieder, his heirs

and--- ~~heirs and~~ assigns, in fee simple, all that lot or parcel

of ground, situate, lying and being in District of Anne Arundel County, Maryland, and at Manhattan Beach in the Third Election/ ~~referred to and described as follows, that is to say:~~

~~Beginning for the~~

described as Lot No. 9A Section A as shown on a Plat of Manhattan Beach.

Being the same property which was conveyed to the County Commissioners of Anne Arundel County by C. Albert Hodges, late Treasurer of Anne Arundel County, by deed dated January 28, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A. M. No. 158, folio 336.

Examiner's Exhibit - No. 1.  
Rieder, Rieder, Equity No. 11,638

Refiled 14 June 1956

John S. Rieder, Jr. Examiner

Filed FEB 3 1956

COMPLAINANT'S EXHIBIT No. 1

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said

Eugene S. Rieder,

his----- - heirs and assigns, in fee-simple.

~~And the said part of the first part hereby covenants that he will execute~~  
~~no bond or suffer to be done any act, matter or thing whatsoever, to encumber the property hereby~~  
~~conveyed, that he will warrant and defend the property granted, and that he will execute~~  
~~such further assurances of the same as may be required.~~

Witness the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

~~Witness the hands and seal of said grantor~~ County Commissioners of Anne Arundel County, a body corporate.

ATTEST

By John J. Levay (SEAL)  
 John J. Levay-President.

R. Harry Arnold  
 R. Harry Arnold-Clerk.

\_\_\_\_\_(SEAL)

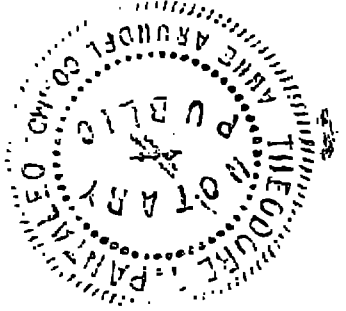
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 43 day of May,  
in the year one thousand nine hundred and Forty-three, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the County aforesaid,  
personally appeared John J. Levay, President of the County Commissioners of Anne  
Arundel County, a body corporate,

the above named grantor, and he acknowledged the foregoing Deed to be the  
act. of said body corporate.

As Witness my hand and Notarial Seal.

Theodore T. Pantaleo  
Lina Johnson----- Notary Public.  
Theodore T. Pantaleo



OK  
C. C. Hodge  
C. C. Hodge  
DEED

FROM  
County Commissioners of Anne  
Arundel County, a body corporate.

TO  
Eugene S. Rieder,  
Box 2171  
Severna Park, Md.  
Severna Park 4614

BLOCK NO. \_\_\_\_\_  
Received for Record May 6 1943  
at 9:35 o'clock A. M. Same day recorded  
in Liber. 146 No. 279 Folio 122b &c.,  
one of the Land Records of Baltimore  
James H. Hefner, and examined per  
James H. Hefner, Clerk  
Cost of Record, \$ \_\_\_\_\_

Approved: 5/4/43  
Benj. W. Hefner  
James H. Hefner  
ART PRESS, ANNAPOLIS, MD.

I hereby certify that  
the property named in  
this deed has been in  
possession provided by  
1940. R. Harry Arnold  
Harry Arnold

CERTIFICATE OF TAX SALE

636

I, Joseph H. Briscoe Sr. Successor to C. Albert Hodges  
Collector of Taxes for the State of Maryland and the  
County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A. A. Co.  
Comm. at public auction for the sum of 99 Dollars and 57

Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property  
in 3 District described as Lot 9A Section A  
and Improvements as shown on  
the plat of Manhattan Beach.

and assessed to Victor D. Frieden and Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 1st day of November 1953

Joseph H. Briscoe Sr.  
Collector.

State of Maryland, Anne Arundel County, Sect:

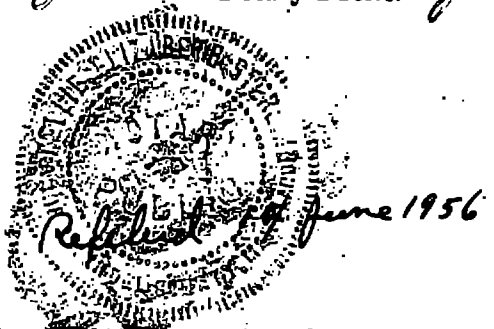
I hereby certify, that on this 1 day of November, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Briscoe Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Malhe E. Chaparral  
Notary Public.

My Commission Expires May 6, 1957

COMPLAINANT'S EXHIBIT NO 2  
Filed FEB 3 1956



6

The County Commissioners of Anne Arundel County do hereby assign the within Certificate to Eugene S. Rieder.

WITNESS the signature of the County Commissioners of Anne Arundel County, by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk this 8th day of November, 1955.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By: Ralph L. Lowman  
Ralph L. Lowman, President

Attest:

Lucy F. Loskosky  
Lucy F. Loskosky, Clerk

OK.

MA

Exhibit No 3  
Rieder v Rieder, Equity No 11,638  
J.E. Rieder & Son

EUGENE S. RIEDER  
Complainant  
vs.

VICTOR F. RIEDER  
1839 Frederick Avenue  
Baltimore 23, Maryland  
THECKLA RIEDER  
c/o Superintendent of  
Spring Grove State Hospital  
Catonsville, Maryland  
Defendants

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
NO 11,638 EQUITY

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property known as Lot 9A, Section A, and improvements as shown on the plat of Manhattan Beach, in the Third Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners for Anne Arundel County and the said County Commissioners for Anne Arundel County having conveyed said property to the Complainant in this proceeding.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this ~~2nd~~ day of *February*, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the ~~11<sup>th</sup>~~ day of *April*, 1956, and redeem the property described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainant, Eugene S. Rieder, a title, free and clear of all encumbrances.

*George T. Cromwell*  
George T. Cromwell, Clerk  
of the Circuit Court for  
Anne Arundel County

HENRY J. TABANTINO  
160 South Street,  
Annapolis, Maryland

**EUGENE S. RIEDER**  
Complainant

vs.

**VICTOR F. RIEDER**  
1839 Frederick Avenue  
Baltimore 23, Maryland  
**CHECKLA RIEDER**  
c/o Superintendent of  
SPRING GROVE  
STATE HOSPITAL  
CATONSVILLE,  
MARYLAND  
Defendants  
IN THE  
CIRCUIT COURT  
FOR ANNE  
ARUNDEL COUNTY  
NO. 11,638 EQUITY

### Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property known as Lot 9A, Section A, and improvements as shown on the plat of Manhattan Beach, in the Third Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners for Anne Arundel County and the said County Commissioners for Anne Arundel County having conveyed said property to the Complainant in this proceeding.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 3rd day of February, 1956, by the Circuit Court for Anne Arundel County, in Equity ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 11th day of April, 1956, and redeem the property described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainant, Eugene S. Rieder, a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk  
of the Circuit Court for Anne  
Arundel County

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-1

OFFICE OF REC 97 PAGE 273

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., *March 15*, 1956

We hereby certify, that the annexed

*Order Publication*

*Eq. 11,638.*

*Eugene S. Rieder*

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4*

successive weeks before the *11th*

day of *April*, 1956. The first

insertion being made the *10th* day of

*February*, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**  
1956 MAY 9 AM 9:44  
*W. H. Hightman*

EUGENE S. RIEDER

Complainant

vs.

VICTOR F. RIEDER,  
1839 Frederick Avenue,  
Baltimore 23, Maryland.  
THECKLA RIEDER  
c/o Superintendent of  
Spring Grove State Hospital,  
Catonsville, Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,638 EQUITY

.. .. .

PETITION TO APPOINT  
GUARDIAN AD LITEM AND  
ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:-


Petition of Plaintiff, Eugene S. Rieder, by his Solicitor,  
Henry J. Tarantino, respectfully represents:

1. That Theckla Rieder, non-sane Defendant, in the above  
entitled cause has been duly summoned on February 6, 1956, and  
notice by publication was also given as will more fully appear  
in these proceedings.

2. That said Theckla Rieder, non-sane Defendant, has no  
Guardian or Committee, and therefore, is incapable and unable  
to answer the Bill of Complaint filed in these proceedings.

WHEREFORE, your Petitioner prays this Honorable Court to  
appoint a Guardian ad litem, to appear and answer for said  
non-sane Defendant, and suggest that George Crowley, who has no  
interest whatsoever in the above styled case, be appointed Guardian  
ad litem in accordance with the general equity rules (Section 14  
of Volumn 3 of the Annotated Code of Maryland, page 4841)

AND, AS IN DUTY BOUND, etc.

  
Henry J. Tarantino,  
Solicitor for Plaintiff

FILED

1956 MAY -9 AM 9:44

HENRY J. TARANTINO  
ATTORNEY AT LAW  
160 South Street  
ANNAPOLIS, MARYLAND

9

ORDER OF COURT

UPON the foregoing Petition, it is this 11<sup>th</sup> day of May, 1956, for the Circuit Court for Anne Arundel County, in Equity, ORDERED that George F. Crowley be, and he is hereby appointed Guardian ad litem for Theckla Rieder, non-sane Defendant, and he is hereby directed to appear and file his answer in her behalf in these proceedings.

Benjamin Michaelson  
JUDGE

**FILED**  
1956 MAY 12 AM 9:32

EUGENE S. RIEDER	:	
vs. Complainant	:	IN THE
	:	CIRCUIT COURT
VICTOR F. RIEDER	:	
Manhattan Beach,	:	FOR
Severna Park, Maryland.	:	
THECKLA RIEDER	:	ANNE ARUNDEL COUNTY
c/o Superintendent Sprince Grove:	:	
State Hospital,	:	NO 1/638 EQUITY
Catonsville, Maryland	:	
Defendants	:	

.. . . .  
DECREE PRO CONFESSO

The Defendant, Victor F. Rieder, having been duly summoned on February 6, 1956, and notice by publication having been duly published and the said Victor F. Rieder having failed to appear to the Bill of Complaint and answer same, according to the Writ of Summons and Order of Publication, it is upon this 10<sup>th</sup> day of May, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that said Bill of Complaint, as to Victor F. Rieder, be and the same is hereby taken Pro Confesso against said Defendant, Victor F. Rieder.

And it is further ORDERED that leave is hereby granted to the Plaintiff, to take testimony before one of standing Examiners of this Court in support of the allegations of the said Bill of Complaint

*Benjamin M. Nicholson*  
 JUDGE

EUGENE S. RIEDER : IN THE  
VS. : CIRCUIT COURT  
VICTOR F. RIEDER AND : FOR  
THECKLA RIEDER : ANNE ARUNDEL COUNTY  
: No. 11, 638 Equity

\* \* \* \* \*

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Theckla Rieder, non-sane defendant named in the Bill of Complaint, in this Court against her exhibited, by George Crowley, her duly appointed Guardian ad litem, respectfully represents unto your Honors:

That the Defendant, Theckla Rieder, being non-sane and a patient of Spring Grove State Hospital, can neither deny nor admit the allegations set forth in said Bill of Complaint; and therefore, submits her rights to the protection of this Honorable Court.

And, as in duty bound, etc.

George J. Crowley  
George J. Crowley, Guardian ad litem

EUGENE S. RIEDER, : IN  
Plaintiff : THE CIRCUIT COURT  
vs. : FOR  
VICTOR F. RIEDER and : ANNE ARUNDEL COUNTY  
THECKLA RIEDER, : NO. 11,638 EQUITY  
Defendants :  
:::

TESTIMONY ON BEHALF OF THE PLAINTIFF

June 5, 1956

Present:

Mr. Henry J. Tarantino, Solicitor for Plaintiff

Mr. John G. Rouse, Jr., Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Eugene S. Rieder, pages 2,3,4.

Victor F. Rieder, pages 5,6.

FILED

1956 JUN 14 AM 11:24

Eugene S. Rieder, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Tarantino)

1. State your name and address.

A. Eugene S. Rieder, Box 217A, Manhattan Beach, Severna Park, Anne Arundel County, Maryland.

2. You are the present day owner of Lot 9A of Section A of Manhattan Beach, Anne Arundel County, Maryland?

A. Yes sir.

3. How long have you been in possession of that property?

A. Since 1943.

4. I show you this deed dated May 5, 1943, from the County Commissioners of Anne Arundel County to you, Eugene S. Rieder, is this the deed to the property I have just mentioned to you?

A. Yes, that's it.

(DEED DATED MAY 5, 1943, FILED HERewith MARKED EXAMINER'S EXHIBIT NO.1)

5. You have been paying taxes on this property continuously since the date you took possession?

A. That's right.

6. You don't have all the tax bills here, do you?

A. No sir.

7. But you do have the majority of them?

A. Yes sir.

8. Approximately, how much <sup>in</sup> taxes have you paid on this property since the date you took possession?

A. Between five and six hundred dollars.

(TAX BILLS FILED HERewith MARKED EXAMINER'S EXHIBIT NO.2)

9. What, if any, improvements have you made on the property since you took possession of it in 1943?

A. Between four and five thousand dollars.

10. What does that consist of?

A. I put running water in, shingled the house, put a bathroom

and kitchen in, all round winterized it, it was originally a summer home.

11. Now, on November 1, 1955, you received a certificate of tax sale from the Treasurer of Anne Arundel County, did you not?

A. Yes.

12. I present this document to you and ask you to identify it.

A. That is the certificate of tax sale I received.

(CERTIFICATE OF TAX SALE FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 3)

13. Are you living on this property at the present time?

A. Yes.

14. Have you been living there continuously since the date you received your deed from the County Commissioners?

A. No, I haven't, I had it rented out about five years all together.

15. How much rent did you receive?

A. I averaged sixty five dollars (\$65.00) a month.

16. That wasn't your net profit from the rent was it?

A. No, I had to pay taxes and pay for the upkeep.

17. Your father is Victor F. Rieder and your mother is Theckla Rieder, and they were the ~~XXXXXX~~ owners of this property at one time, isn't that correct?

A. That's right.

18. Have you made any arrangement with your father in the disposition of this property as to the future?

A. Yes, we made an agreement that upon sale of this property I will pay him the original cost of the property.

19. In other words, the cost that he paid when he bought it is what you will reimburse him if you sell this property?

A. That's right.

20. And that seems to be agreeable to him?

A. Yes.

21. Your mother is confined to Spring Grove State Hospital?

A. That's right.

22. Is this a letter you received from Dr. Tuerk, Superintendent of Spring Grove State Hospital, dated May 29, 1956, concerning the present status of your mother's mental capacity?

A. Yes.

(LETTER DATED MAY 29, 1956, FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 4)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....

Signature.....

Victor F. Rieder, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Tarantino)

1. State your name and address.

A. Victor F. Rieder, 1879 Frederick Avenue, Baltimore, Maryland.

2. Were you and your wife, Theckla Rieder, the owners of this property known as Lot 9A in Section A as shown on the plat of Manhattan Beach?

A. Yes sir.

3. When and from whom did you purchase this property?

A. Upper Asburto Realty Corporation, August 2, 1929.

4. Your wife, Theckla Rieder, is now a patient of Spring Grove State Hospital, is that correct?

A. Yes.

5. When was she admitted to that institution?

A. I don't know the exact year, I think it was 1931.

6. Now, in 1943 your son, Eugene S. Rieder, purchased this property, as a result of a tax sale, from the Anne Arundel County Commissioners, is that correct?

A. That is correct.

7. And you made no objection to that sale at that time?

A. No.

8. Do you make any objection to the sale at this time?

A. No objection to that sale except for the personal agreement my son made with me, that is to reimburse me the purchase price in the event he sells the property.

9. And you are willing for him to have complete possession of the property now?

A. Yes, but if he sells it he is to reimburse me \$2900.00.

10. So in the event he can sell it he will reimburse you for your cost of the property?

A. That's right.

11. And you have no objection for the Circuit Court of Anne

Arundel County passing a decree foreclosing a right of redemption against you, is that right?

A. No objection.

12. You and your wife are named as parties to this suit, isn't that true?

A. Yes, and she is incapable of signing any papers.

QUESTION BY THE EXAMINER:

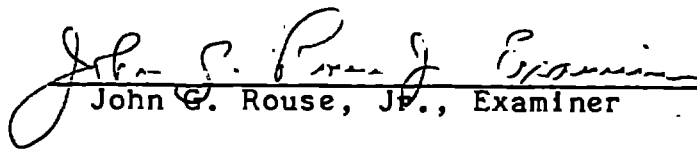
Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer *[Signature]* 11R

Signature *[Signature]*

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 14<sup>th</sup> day of June, 1956.

 (SEAL)  
John G. Rouse, Jr., Examiner

.J.R. \$10.00

I.H. \$7.00

*pd. 6/13/56*  
*J.H.*

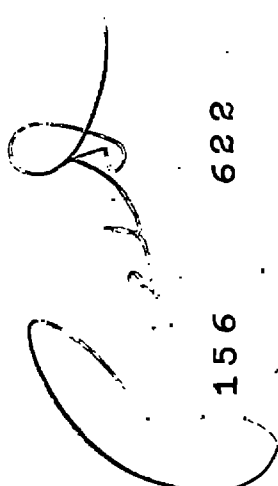
EUGENE S RIEDER  
SEVERNA PARK MD

LOT 9 A SEC A & IMPS  
MANHATTAN BEACH

GAR-5  
PLAT 4

\$2590.

46838



2590

4921

156

622

5699

refiled 15-june '56

Examiner's Exhibit No 2.  
Parker v. Parker, Equity No 11,638  
John S. Parker & Son

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN

1952 31

**TAX BILL REAL ESTATE**

DISTRICT No. 3

LOT 9 SEC A & IMPD GAR-6

ASSESSMENT INDEX NUMBER

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES. INTEREST OR PENALTY.

COUNTY TAX .25  
SCHOOL TAX 1.19  
ROAD TAX .08  
POLICE DEPT. .11  
FIRE DEPT. .11

\$1.71

\$5.0625 ON \$100.00

TOTAL VALUATION COUNTY TAX STATE TAX SPECIAL TAX TOTAL TAX

1780 3044 273 374 3525 7582

1951 UNPAID

TOTAL SPECIAL TAXES 374

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.  
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

DO NOT DETACH STUB

OFFICE HOURS  
DAILY: 9 A. M. TO 4 P. M.  
SATURDAY: 9 A. M. TO 12 NOON

PRESENT THIS BILL WITH YOUR PAYMENT

PAID - 2/11/52

2/11/52

LOT 9 SEC A & IMPD GAR-6

ASSESSMENT INDEX NUMBER

REAL ESTATE TOTAL

\$1780 \$1780 \$1780

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES. INTEREST OR PENALTY.

COUNTY TAX .27  
SCHOOL TAX 1.17  
ROAD TAX .05  
POLICE DEPT. .11  
FIRE DEPT. .11

\$1.71

\$5.06 ON \$100.00

TOTAL VALUATION COUNTY TAX STATE TAX SPECIAL TAX TOTAL TAX ACCOUNT NO.

1780 3044 273 374 3525 7582

1951

DO NOT DISCOUNT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.  
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

DO NOT DETACH STUB

OFFICE HOURS  
DAILY: 9 A. M. TO 4 P. M.  
SATURDAY: 9 A. M. TO 12 NOON

THIS DOES NOT INCLUDE ANY TAX LEVY OTHER THAN

**TAX LEVY REAL ESTATE**

DISTRICT No. 3

1951

SPECIAL TAXES RATE AMOUNT

GARBAGE ZONE .02 374

GIBSON ISLAND EROSION DISTRICT .30

GIBSON ISLAND SPECIAL ROADS .30

RIVIERA BEACH BENEFIT .03

RIVIERA BEACH EROSION DISTRICT .03

TYDINGS ON THE BAY BENEFIT .05

TYDINGS ON THE BAY EROSION DISTRICT .05

TOTAL SPECIAL TAXES 374

INTEREST PENALTY TOTAL PAID

THIS DOES NOT INCLUDE YOUR  
PERSONAL PROPERTY TAX  
NO DISCOUNT ALLOWED

<b>EUGENE S RIEDER</b> <b>SEVERNA PARK MD</b>			<b>DO NOT DETACH THIS STUB</b>		<b>TAX LEVY-District No. 3</b> <b>REAL ESTATE</b>		<b>1950</b>	
<b>LOT 9 SEC A &amp; IMPS</b> <b>MANHATTAN BEACH 50X260</b>			<b>GAR-6</b>		TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR. JOS. H. GRISCOM, SR., TREAS., ANNAPOLIS, MD.			
<b>ASSESSMENT</b>			<b>OFFICE HOURS</b> DAILY FROM 9 A.M. TO 4 P.M. SATURDAY FROM 9 A.M. TO 12 NOON		<b>SPECIAL TAXES</b> GARBAGE ZONE NO. 1 RATE: 20 GIBSON ISLAND EROSION DISTRICT .05 GIBSON ISLAND SPECIAL ROADS .30 RIVIERA BEACH BENEFIT .10 RIVIERA BEACH EROSION DISTRICT .10 TYDINGS ON THE BAY BENEFIT .05 TYDINGS ON THE BAY EROSION DISTRICT .05		<b>AMOUNT</b> <b>3.56</b>	
REAL ESTATE      TOTAL			FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.		<b>INDEX NUMBER</b> <b>34361</b>			
\$1780      \$1780      \$1780			<b>FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"</b>		<b>TOTAL TAX</b> <b>3639</b>			
COUNTY TAX .28 SCHOOL TAX 1.17 ROAD TAX .08 POLICE DEPT. .10 FIRE DEPT. .12 <b>\$1.72</b>			S.1239 ON \$100.00		COUNTY REAL ESTATE <b>3062</b>		STATE REAL ESTATE <b>221</b>	
COUNTY REAL ESTATE			STATE REAL ESTATE		SPECIAL REAL ESTATE		TOTAL TAX <b>3639</b>	
<b>3062</b>			<b>221</b>		<b>356</b>		<b>3639</b>	
<b>INTEREST AND PENALTY</b>			<b>55</b>		<b>3724</b>			
<b>TOTAL</b>			<b>3724</b>		<b>3724</b>			
CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.								

THIS DOES NOT INCLUDE YOUR  
PERSONAL PROPERTY TAX  
NO DISCOUNT ALLOWED

<b>EUGENE S RIEDER</b> <b>SEVERNA PARK MD</b>			<b>DO NOT DETACH THIS STUB</b>		<b>TAX LEVY-District No. 3</b> <b>REAL ESTATE</b>		<b>1949</b>	
<b>LOT 9 SEC A &amp; IMPS</b> <b>MANHATTAN BEACH</b>			<b>GAR-6</b>		TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR. JOS. H. GRISCOM, SR., TREAS., ANNAPOLIS, MD.			
<b>ASSESSMENT</b>			<b>OFFICE HOURS</b> DAILY FROM 9 A.M. TO 4 P.M. SATURDAY FROM 9 A.M. TO 12 NOON		<b>SPECIAL TAXES</b> GARBAGE ZONE NO. 1 RATE: 20 GIBSON ISLAND EROSION DISTRICT .05 RIVIERA BEACH EROSION BENEFIT .10 RIVIERA BEACH EROSION DISTRICT .10 TYDINGS ON THE BAY EROSION BENEFIT .10 TYDINGS ON THE BAY EROSION DISTRICT .10 GIBSON ISLAND SPECIAL .30		<b>AMOUNT</b> <b>3.56</b>	
REAL ESTATE      TOTAL			FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.		<b>INDEX NUMBER</b> <b>24178</b>			
\$1780      \$1780      \$1780			<b>FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"</b>		<b>TOTAL TAX</b> <b>3758</b>			
COUNTY TAX .28 SCHOOL TAX 1.17 ROAD TAX .12 POLICE DEPT. .11 FIRE DEPT. .14 <b>\$1.80</b>			S.1118 ON \$100.00		COUNTY REAL ESTATE <b>3204</b>		STATE REAL ESTATE <b>198</b>	
COUNTY REAL ESTATE			STATE REAL ESTATE		SPECIAL REAL ESTATE		TOTAL TAX <b>3758</b>	
<b>3204</b>			<b>198</b>		<b>356</b>		<b>3758</b>	
<b>INTEREST AND PENALTY</b>			<b>302</b>		<b>4060</b>			
<b>TOTAL</b>			<b>4060</b>		<b>4060</b>			
CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.								

EUGENE S RIEDER  
SEVERNA PARK MD

LOT 9 SEC A & IMPS  
MANHATTAN BEACH

GAR-6

DO NOT  
DETACH  
THIS  
STUB

# TAX LEVY-District No. 3

REAL ESTATE

1948

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL  
COUNTY AND STATE OF MARYLAND, DR.  
JOS. H. GRISCOM, SR., TREAS., ANNAPOLIS, MD.

## OFFICE HOURS

DAILY FROM 9 A.M. TO 4 P.M.  
SATURDAY  
FROM 9 A.M. TO 12 NOON

## SPECIAL TAXES

GARBAGE ZONE  
NO. 6 RATE:  
GIBSON ISLAND ERO-  
SION DISTRICT  
RIVIERA BEACH ERO-  
SION BENEFIT  
RIVIERA BEACH ERO-  
SION DISTRICT  
TYDINGS-ON-THE-BAY  
EROSION BENEFIT  
TYDINGS-ON-THE-BAY  
EROSION DISTRICT  
GIBSON ISLAND SPE-  
CIAL

## RATE

.25  
.30  
.30  
.30  
.30

## AMOUNT

2.67

FAILURE TO RECEIVE  
A BILL BY MAIL IS NO  
EXCUSE FOR NOT PAY-  
ING TAXES, INTEREST  
OR PENALTY.

## INDEX NUMBER

31420

REAL ESTATE	SPECIAL	TOTAL
\$1780	\$1780	\$1780

## Present This Bill With Your Payment

## AMOUNT

COUNTY TAX .32 SCHOOL TAX 1.04  
ROAD TAX .16 FIRE DEPT. .18  
POLICE DEPT. .10 \$1.67

FOR DETAILS SEE "MEMORANDUM  
OF SPECIAL TAXES"

\$0.1113 ON \$100.00

COUNTY  
REAL ESTATE

29 73

SPECIAL  
REAL ESTATE

2 67

STATE  
REAL ESTATE

1 98

TOTAL TAX

34 38\*

INTEREST  
AND PENALTY

2 6 6

TOTAL

37.04

THIS DOES NOT INCLUDE YOUR  
PERSONAL PROPERTY TAX  
NO DISCOUNT ALLOWED

## INTEREST & PENALTY

257

09

## TOTAL SPECIAL TAXES

FOR 1948 TAXES ONLY

APR.  
MAY  
JUNE  
JULY  
AUG.  
SEPT.  
OCT.  
NOV.  
DEC.

## DISCOUNT

STATE  
COUNTY

1 1/2 %  
2 1/2 %  
3 1/2 %  
4 1/2 %  
5 %

## INTEREST

STATE  
COUNTY

1 1/2 %  
2 1/2 %  
3 1/2 %  
4 1/2 %  
5 %

CHECKS ARE RECEIVED ONLY AS A CON-  
VENIENCE TO THE TAXPAYER, AND CREDIT  
TO THE ACCOUNT WILL NOT BE FINAL UN-  
TIL THE CHECK HAS BEEN PAID TO THE  
TREASURER BY THE BANK ON WHICH IT  
HAS BEEN DRAWN. THE OFFICE ASSUMES  
NO RESPONSIBILITY FOR ANY DELAY THAT  
MAY OCCUR BETWEEN THE TIME THE  
CHECK IS GIVEN AND ITS PRESENTATION  
TO THE BANK ON WHICH IT IS DRAWN  
FOR PAYMENT.

EUGENE S RIEDER  
SEVERNA PARK MD

LOT 9 A SEC A & IMPS  
MANHATTAN BEACH

GAR-6

DO NOT  
DETACH  
THIS  
STUB

# TAX LEVY-District No. 3

1947

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL  
COUNTY AND STATE OF MARYLAND, DR.  
THOMAS W. DAVIS, TREAS., ANNAPOLIS, MD.

## OFFICE HOURS

DAILY FROM 9 A.M. TO 4 P.M.  
SATURDAY  
FROM 9 A.M. TO 12 NOON

## SPECIAL TAXES

GARBAGE ZONE  
NO. 6 RATE:  
GIBSON ISLAND ERO-  
SION DISTRICT  
RIVIERA BEACH ERO-  
SION BENEFIT  
RIVIERA BEACH ERO-  
SION DISTRICT  
TYDINGS-ON-THE-BAY  
EROSION BENEFIT  
TYDINGS-ON-THE-BAY  
EROSION DISTRICT  
GIBSON ISLAND SPE-  
CIAL  
GARBAGE ZONE NO.  
108

## RATE

.34  
.70  
1.20  
.05  
.65

## AMOUNT

2.30

REAL ESTATE	SPECIAL	TOTAL
\$1000	\$1000	\$1000

FAILURE TO RECEIVE  
A BILL BY MAIL IS NO  
EXCUSE FOR NOT PAY-  
ING TAXES, INTEREST  
OR PENALTY.

## INDEX NUMBER

21834

## Present This Bill With Your Payment

## AMOUNT

COUNTY TAX .32 SCHOOL TAX 1.04  
ROAD TAX .16 FIRE DEPT. .18  
POLICE DEPT. .10 \$2.23

FOR DETAILS SEE "MEMORANDUM  
OF SPECIAL TAXES"

\$0.10 ON \$100.00

COUNTY  
REAL & PERSONAL

22 80

SPECIAL  
REAL & PERSONAL

2 30

STATE  
REAL & PERSONAL

1 00

TOTAL TAX

26 10\*

INTEREST  
AND PENALTY

63

TOTAL

26.73

NO DISCOUNT ALLOWED

## INTEREST & PENALTY

63

total

2.30

## TOTAL SPECIAL TAXES

FOR 1947 TAXES ONLY

JAN.  
FEB.  
MAR.  
APR.  
MAY  
JUNE  
JULY  
AUG.  
SEPT.  
OCT.  
NOV.  
DEC.

## DISCOUNT

STATE  
COUNTY

## INTEREST

STATE  
COUNTY

CHECKS ARE RECEIVED ONLY AS A CON-  
VENIENCE TO THE TAXPAYER, AND CREDIT  
TO THE ACCOUNT WILL NOT BE FINAL UN-  
TIL THE CHECK HAS BEEN PAID TO THE  
TREASURER BY THE BANK ON WHICH IT  
HAS BEEN DRAWN. THE OFFICE ASSUMES  
NO RESPONSIBILITY FOR ANY DELAY THAT  
MAY OCCUR BETWEEN THE TIME THE  
CHECK IS GIVEN AND ITS PRESENTATION  
TO THE BANK ON WHICH IT IS DRAWN  
FOR PAYMENT.

EUGENE S RIEDER  
SEVERNA PARK MD

LOT 9 A SEC A & IMPS  
MANHATTAN BEACH

DO NOT  
DETACH  
THIS  
STUB

# TAX LEVY—District No. 3

1946

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL  
COUNTY AND STATE OF MARYLAND, DR.  
THOMAS W. DAVIS, TREAS., ANNAPOLIS, MD.

## OFFICE HOURS

DAILY FROM 9 A.M. TO 4 P.M.  
SATURDAY  
FROM 9 A.M. TO 12 NOON

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE		
NO. _____ RATE:		
GIBSON ISLAND ERO-		
SION DISTRICT	.38	
RIVIERA BEACH ERO-		
SION BENEFIT		
RIVIERA BEACH ERO-		
SION DISTRICT	.60	
TYDINGS-ON-THE-BAY		
EROSION BENEFIT		
TYDINGS-ON-THE-BAY		
EROSION DISTRICT	1.50	

ASSESSMENT	TOTAL
REAL & PERSONAL	\$1000
SPECIAL	
TOTAL	\$1000

FAILURE TO RECEIVE  
A BILL BY MAIL IS NO  
EXCUSE FOR NOT PAY-  
ING TAXES, INTEREST  
OR PENALTY.

INDEX NUMBER

21066

## Present This Bill With Your Payment

COUNTY TAX SCHOOL TAX \$2.32  
ROAD TAX FIRE DEPT.  
POLICE DEPT.

FOR DETAILS SEE "MEMORANDUM  
OF SPECIAL TAXES"

\$0.10 ON \$100.00

CHECKS ARE RECEIVED ONLY AS A CON-  
VENIENCE TO THE TAXPAYER, AND CREDIT  
TO THE ACCOUNT WILL NOT BE FINAL UN-  
TIL THE CHECK HAS BEEN PAID TO THE  
TREASURER BY THE BANK ON WHICH IT  
HAS BEEN DRAWN. THE OFFICE ASSUMES  
NO RESPONSIBILITY FOR ANY DELAY THAT  
MAY OCCUR BETWEEN THE TIME THE  
CHECK IS GIVEN AND ITS PRESENTATION  
TO THE BANK ON WHICH IT IS DRAWN  
FOR PAYMENT.

COUNTY  
REAL & PERSONAL

23 20

SPECIAL  
REAL & PERSONAL

STATE  
REAL & PERSONAL

1 00

TOTAL TAX

24 20

INTEREST  
AND PENALTY

58

TOTAL

24 78

NO DISCOUNT ALLOWED

INTEREST  
& PENALTY

58

## TOTAL SPECIAL TAXES

DISCOUNT	INTEREST
STATE	COUNTY
STATE	COUNTY
MAR.	1 1/2 %
APR.	1 1/2 %
MAY	2 1/2 %
JUNE	3 1/2 %
JULY	3 1/2 %
AUG.	4 1/2 %
SEPT.	4 1/2 %
OCT.	1 1/2 %
NOV.	1 1/2 %
DEC.	1 1/2 %

Eugene Rider  
Severna Pk., Md.

Lot 9 Sec A & Imps.  
50x260  
Manhattan Bch.

To County Commissioners of  
Anne Arundel County and  
State of Maryland,  
Dr. Jos. H. GRISCOM, SR.  
Treasurer  
Dist. 3 Index No. 20984

# NOTICE

## of ADVERTISEMENT AND TAX SALE

Because of Delinquent Taxes  
on Your Property

Date Sept. 1, 1952

THIS IS A FINAL BILL AND LEGAL NOTICE  
TO THE PERSON WHOSE NAME  
APPEARS ON THIS NOTICE.

According to Collector's tax roll you are the  
owner of the property appearing on this notice.  
Some of the taxes listed are in arrears. Notice is  
hereby given you that unless all taxes in arrears  
are paid within thirty days from the above date,  
the Collector will proceed to sell the above property  
to satisfy your entire indebtedness. Interest and  
penalties must be added to the total at the time of  
payment.

This notice is given as required by the Public  
Local Laws of Maryland, Acts of 1943, Chapter  
761, Section 72 to 90V.

JOS. H. GRISCOM, SR.  
County Treasurer.

## TAX LEVY 1951

	BASIS	TAXES AND INT.
COUNTY TAX, R. and P.	1780	30 44
SPECIAL TAX		3 74
CITY TAX		
COUNTY INTEREST		3 42
STATE TAX, R. and P.		1 07
SANITARY TAX		
STATE INTEREST		0 30
ADVERTISEMENT		8 00
COSTS, NOTICES and FEES		2 50
PRIOR TAXES		
1951 UNPAID 17585		38 14
TOTAL		87 32



1008

97 PAGE 290

## SPRING GROVE STATE HOSPITAL

ISADORE TUERK, M. D.  
SUPERINTENDENT

BALTIMORE - 28

May 29, 1956

Re: Theckla Reider (Rieder)

Mr. Eugene Rieder  
Box 217A, Route 1  
Severna Park, Maryland

Dear Mr. Rieder:

As requested, we are writing you concerning your mother, Mrs. Theckla Reider, who entered this hospital on August 7, 1931, on medical commitment. This is the usual form of commitment, and does not constitute adjudication. As far as we know, Mrs. Reider has never been declared incompetent legally.

Mrs. Reider has been with us continuously since her admission, and has never shown other than very temporary improvement. At the present time we consider her quite sick mentally, and unable to handle her personal and business affairs. Prognosis in her case is poor.

Should you wish further information, please let me know.

Sincerely,

Isadore Tuerk, M.D.  
Superintendent

ars

Examiner's Exhibit No. 4  
Rieder v. Rieder, Equity No. 11,638  
John S. Rowe, Jr. Examiner

Filed 14 June 1956

EUGENE S. RIEDER	:	IN THE
	:	
vs.	:	CIRCUIT COURT
	:	
	:	FOR
VICTOR F. RIEDER and	:	
THECKLA RIEDER, his wife	:	ANNE ARUNDEL COUNTY
	:	
	:	NO. 11,638 EQUITY

.. .. .

DECREE

This cause, standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity redemption of tax sale, it is thereupon this 25<sup>th</sup> day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, as follows:

1. That all rights of redemption of Victor S. Rieder and Theckla Rieder, his wife, and of anyone claiming by, through or under them, in and to the property described in these proceedings as Lot No. 9A in Section A, as shown on Plat of Manhattan Beach, in the Third Election District of Anne Arundel County, Maryland, as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes, be, and the same is hereby, barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public easements to which the same are subject) are hereby vested in the Plaintiff, Eugene S. Rieder.

HENRY J. TARANTINO  
ATTORNEY AT LAW  
160 South Street  
ANNAPOLIS, MARYLAND

**FILED**  
1956 JUN 25 PM 3:34

3. That, upon payment to him of the balances, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the aforesaid Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.


Benjamin M. McChesney  
JUDGE

IN THE MATTER OF THE MORTGAGED REAL ESTATE : NO. 11,687 Equity  
OF THOMAS JONES AND JULIA JONES, HIS WIFE : In the Circuit Court for  
Anne Arundel County

---

Mr. Clerk,

Please docket the above proceedings, record the assignment and  
file the original mortgage herewith.

  
William W. Townshend, Jr., Assignee

Filed MAR 16 1956

**This Mortgage,** Made this 13th day of December

in the year nineteen hundred and forty-nine, by and between, Thomas Jones and Julia Jones, his wife,

Mortgagors of Anne Arundel County, in the State of Maryland, of the first part,  
and H. Melvin Bull and Emelie U. Bull, his wife,

Mortgagees, of the second part.

WHEREAS, the said parties of the first part, Mortgagors, are bona fide indebted unto the said parties of the second part, Mortgagees, in the full and just sum of Three thousand dollars (\$3,000.00), for money this day loaned by the latter to the former, which said sum is due and payable four (4) years after the date hereof with interest thereon at the rate of six per cent (6%) per annum, and the said Mortgagors hereby covenant to pay unto the said Mortgagees the sum of Sixty-five dollars (\$65.00) on or before the 13th day of each and every month during the aforesaid term of this mortgage, and the said installments may be applied by the Mortgagees in the following order: (1) to the payment of interest, and (2) towards the payment of the aforesaid principal sum, or in any other way Mortgagees may elect, and the said Mortgagors have the privilege of anticipating the payment of the aforesaid sum in whole or in part at any time prior to maturity.

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Thomas Jones and Julia Jones, his wife,

wife, as tenants by the entireties, their do grant and convey unto the said Mortgagees, H. Melvin Bull and Emelie U. Bull, his / heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, County, aforesaid, and described as follows:

BEGINNING for the same at an iron pipe set on the West side of Light Street Road, said pipe being located along the West side of said road, South 32 degrees 13 minutes West 55 feet from where the South 62 degrees, 59 minutes 30 seconds East, 222.95 foot line of the conveyance from Clarence Douglas and Beulah Douglas, his wife, to Kenneth Bass and Evelyn Bass, his wife, by deed dated June 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 412, folio 1, intersects the West side of said Light Street Road; and running from thence and with said road, South 32 degrees 13 minutes West, 50 feet to a pipe; thence at right angles North 57 degrees 47 minutes West, 129.25 feet to a pipe; thence parallel to Light Street Road, North 32 degrees 13 minutes East, 50 feet

2  
Filed MAR 16 1956

to a pipe; thence parallel to the second line of this description, South 57 degrees 47 minutes East, 149.25 feet to the place of beginning.

BEING a lot in the Northeastern corner of the above mentioned conveyance from Douglas to Bass and as surveyed by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor in August, 1949.

BEING also the same lot and parcel of ground which by deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Kenneth Bass and wife, unto Thomas Jones and wife.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, H. Melvin Bull and Emelie U. Bull, his wife, as tenants by the entirety, their assigns, and unto the survivor of them, and unto the survivor's heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, Thomas Jones and Julia Jones, his wife, their

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three thousand (\$3,000.00) Dollars; and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors

shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their

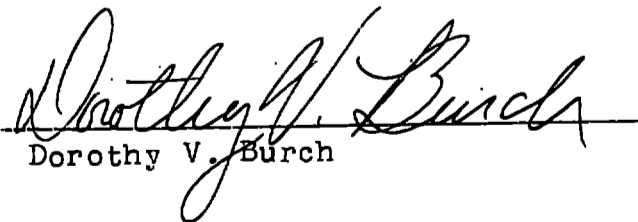
personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

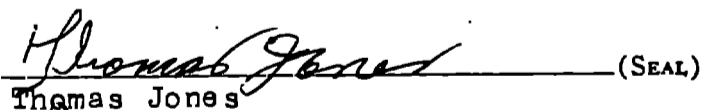
AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or H. MELVIN BULL their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

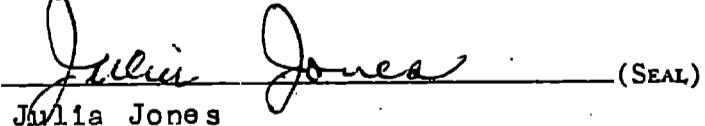
AND the said Mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least the amount of this mortgage, ~~to be~~ and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hand s and seal s of the said Mortgagors .

TEST:

  
Dorothy V. Burch

 (SEAL)  
Thomas Jones

 (SEAL)  
Julia Jones

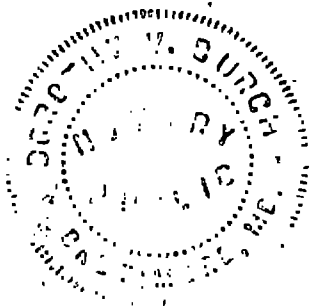
\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, COUNTY TO WIT:

I Hereby Certify, that on this 13th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thomas Jones and Julia Jones, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared, H. Melvin Bull, one of the Mortgagees, named in the mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



*Dorothy V. Burch*  
Dorothy V. Burch, Notary Public

Recorded-23rd-Dec.-1949-at-10:00-A.M.

File To File  
MORTGAGE  
12/16/49

THOMAS JONES and  
JULIA JONES, his wife,  
TO  
H. MELVIN BULL and  
EMELIE U. BULL, his wife,  
BLOCK NO.  
Received for Record Dec 23, 1949  
at 10 o'clock A.M. Same day recorded  
in Liber 551 Folio 360 &c.,  
one of the Land Records of  
Cost of Record, \$

H. MELVIN BULL  
ATTORNEY AT LAW  
2 J. LEXINGTON ST.  
BALTIMORE - 2 - MARYLAND  
The Daily Record Company, Baltimore, Md.

Received for Record 12-20-49  
of MARCH 1956, at 12:20 P.M.  
and the same day recorded in Liber  
No. 551 Fol. 363 Land  
Records of Anne Arundel County  
CLERK GEORGE T. CROMWELL

BY: *Harry M. Bull* (Seal)  
Emelie U. Bull (Seal)  
Her Attorney-in-fact

*Alice Garry*  
Witness:

I, hereby assign the within Mortgage unto William W. Townshend, Attorney, for foreclosure, pursuant to the power and authority vested in me by Power of Attorney recorded among the Land Records of Anne Arundel Co. in Liber JHH 882, Folio 143. WITNESS my Hand and Seal. H. Melvin Bull, having since departed this life, May 6, 1953. Dated December 27, 1955.

ASSIGNEE'S SALE  
OF  
VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Thomas Jones and Julia Jones, his wife, to H. Melvin Bull and Emelie U. Bull, his wife, dated December 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 551, Folio 360 (default having occurred thereunder), which mortgage has been assigned to William W. Townshend, Jr., Attorney, for the purpose of foreclosure; the undersigned Assignee will sell at public auction at the Court House Door, Annapolis, Maryland on

TUESDAY, APRIL 17, 1956

at 11:00 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at an iron pipe set on the west side of Light Street Road, said pipe being located along the west side of said road, South 32 degrees 13 minutes West, 55 feet from where the South 62 degrees, 59 minutes 30 seconds East, 222.95 foot line of the conveyance from Clarence Douglas and Beulah Douglas, his wife, to Kenneth Bass and Evelyn Bass, his wife, by deed dated June 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 412, Folio 1 intersects the west side of said Light Street Road; and running from thence and with said road, South 32 degrees 13 minutes West, 50 feet to a pipe; thence at right angles North 57 degrees 47 minutes West, 129.25 feet to a pipe; thence parallel to Light Street Road, North 32 degrees 13 minutes East, 50 feet to a pipe; thence parallel to the second line of this description, South 57 degrees 47 minutes East, 149.25 feet to the place of beginning. Being a lot in the northeastern corner of the above-mentioned conveyance from Douglas to Bass and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in August 1949.

Being the same property conveyed unto Thomas Jones and Julia Jones, his wife, by Kenneth Bass and Evelyn Bass, his wife, by deed dated December 13, 1949 and recorded among the aforesaid Land Records in Liber J.H.H. 551, Folio 358.

Improved by a dwelling with modern conveniences.

Terms of Sale: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Assignee  
Towns-Worth Building, South Street  
Annapolis, Maryland

Robert Campbell, Auctioneer

Maryland Gazette Press  
March 22, 29  
April 5, 12

Filed MAR 16 1956

In the Matter of the : No. 11,687 Equity  
Mortgaged Real Estate : IN THE  
of Thomas Jones and : CIRCUIT COURT  
Julia Jones, his wife : FOR  
: ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 16th day of April, 1956, before me, the subscriber, a Notary Public, in and for the County aforesaid, State of Maryland, personally appeared William W. Townshend, Jr., and made oath in due form of Law that the Defendants, Thomas Jones and Julia Jones, his wife, against whom foreclosure proceedings were instituted in the above entitled cause, are not in the military service of the United States, or of any Nation with which the United States is allied; that they have not been discharged from any such military service within sixty days prior to the date of this affidavit; that they have not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; that they are not members of the enlisted Reserve Corps who have been ordered to report for military service; and that the Defendants thereby are not entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland; that the Defendants are about thirty-five years of age; and that the Affiant's source of information was the family of the Defendants.

*William W. Townshend, Jr.*  
William W. Townshend, Jr., Affiant



*Alice Gary*  
Alice Gary, Notary Public

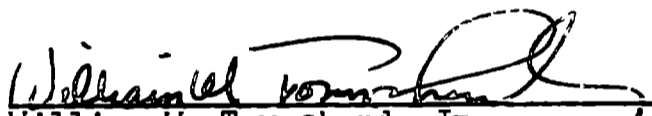
**FILED**

1956 APR 16 PM 2:37

In the Matter of the : No. 11, 687 Equity  
Mortgaged Real Estate : IN THE  
of Thomas Jones and : CIRCUIT COURT  
Julia Jones, his wife : FOR  
: ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

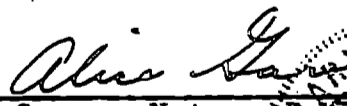
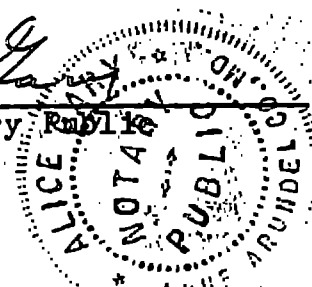
Amount of mortgage from Thomas Jones and  
Julia Jones, his wife, to H. Melvin Bull  
and Emellie U. Bull, his wife, dated  
December 13, 1949 and recorded among the  
Land Records of Anne Arundel County in  
Liber J.H.H. 551, Folio 360, as of  
February 28, 1956 . . . . . \$2,067.63  
Interest for March 1956 \$10.34  
Interest to April 17, 1956 5.95 16.29  
\$2,083.92

  
William W. Townsend, Jr.  
Assignee named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of April, 1956,  
before the subscriber, a Notary Public of the State of Maryland,  
in and for the County aforesaid, personally appeared William W.  
Townshend, Jr., Assignee named in mortgage, and made oath in due  
form of law that the above Statement of Mortgage Claim is true to  
the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

  
Alice Gary, Notary Public  


**FILED**

1956 APR 16 PM 2:37

No. 11,687 Equity

# New Amsterdam

## Casualty Company

227 ST. PAUL STREET  
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET  
NEW YORK

### Know All Men By These Presents:

THAT WE, William W. Townshend Jr., Annapolis, Maryland,

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of **SIX THOUSAND AND 00/100** - - - - - Dollars (\$ **6,000.00** ). to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this **11th** day of **April** in the year of our Lord one thousand nine hundred and **fifty-six**.

WHEREAS, the above bounden **William W. Townshend, Jr.**,

by virtue of a decree of the Honorable the Judge of **Circuit Court of Anne Arundel County, Maryland**

has been appointed **Trustee to Sell property - West side of Light Street Road, Fifth Election District - Anne Arundel County, Maryland,** mentioned in the proceedings in the case of

**William W. Townshend Jr., Trustee**

vs.

**Thomas Jones and Julia Jones, his wife**

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN **William W. Townshend Jr.** do ~~as~~ and shall well and faithfully perform the trust reposed in **him** by said decree, or that may be reposed in **him** by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered  
in the presence of

*Oliver Gary*

*William W. Townshend Jr.* (SEAL)  
William W. Townshend Jr.

(SEAL)

(SEAL)

~~xxxx~~ As to Surety:

*M. S. Kraus*  
M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By *R. H. Nichols* Attorney-in-Fact

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed \$250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

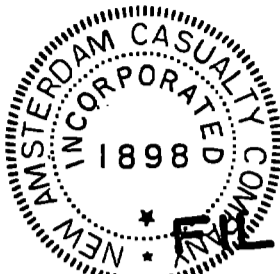
A. REID JOHNSON  
Assistant Secretary

NEW AMSTERDAM CASUALTY COMPANY  
G. LEE BURGESS  
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, ..... April 11th ..... 19 56

NEW AMSTERDAM CASUALTY COMPANY

*[Signature]*  
Assistant Secretary



Form 1 1956 APR 16 PM 2:37

# ASSIGNEE'S SALE

## OF VALUABLE

# Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Thomas Jones and Julia Jones, his wife, to H. Melvin Bull and Emelie U. Bull, his wife, dated December 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 551, Folio 360 (default having occurred thereunder), which mortgage has been assigned to William W. Townshend, Jr., Attorney, for the purpose of foreclosure; the undersigned Assignee will sell at public auction at the Court House Door, Annapolis, Maryland on

# Tuesday, April 17, 1956

AT 11 O'CLOCK A.M.

All that tract or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

**BEGINNING** for the same at an iron pipe set on the west side of Light Street Road, said pipe being located along the west side of said road, South 32 degrees 13 minutes West, 55 feet from where the South 62 degrees, 59 minutes 30 seconds East, 222.95 foot line of the conveyance from Clarence Douglas and Beulah Douglas, his wife, to Kenneth Bass and Evelyn Bass, his wife, by deed dated June 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 412, Folio 1 intersects the west side of said Light Street Road; and running from thence and with said road, South 32 degrees 13 minutes West, 50 feet to a pipe; thence at right angles North 57 degrees 47 minutes West, 129.25 feet to a pipe; thence parallel to Light Street Road, North 32 degrees 13 minutes East, 50 feet to a pipe; thence parallel to the second line of this description, South 57 degrees 47 minutes East, 149.25 feet to the place of beginning. Being a lot in the northeastern corner of the above-mentioned conveyance from Douglas to Bass and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in August 1949.

Being the same property conveyed unto Thomas Jones and Julia Jones, his wife, by Kenneth Bass and Evelyn Bass, his wife, by deed dated December 13, 1949 and recorded among the aforesaid Land Records in Liber J.H.H. 551, Folio 358.

Improved by a dwelling with modern conveniences.

**TERMS OF SALE:** A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

**WILLIAM W. TOWNSHEND, JR.,**

Assignee,

Towns-Worth Building, South Street,  
Annapolis, Maryland

**FILED**

1956 APR 19 AM 11:

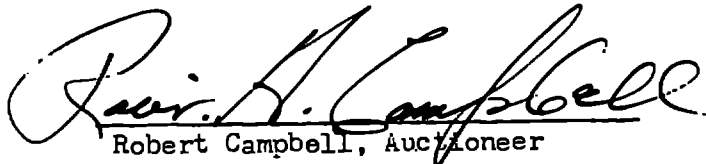
Annapolis, Maryland  
April 17, 1956

This is to certify that I have this 17th day of April, 1956, sold the property known as all that tract of ground in the Fifth Election District of Anne Arundel County, Maryland, as described in the within advertisement, unto

Harry M. Bull

at and for the price of Two Thousand Eighty-three Dollars and 92/100 (\$2,083.92)

being then and there the highest bidder therefor.

  
Robert Campbell, Auctioneer

Annapolis, Maryland  
April 17, 1956

This is to certify that I have this 17th day of April, 1956, purchased from William W. Townshend, Jr., Assignee, all that tract of ground in the Fifth Election District of Anne Arundel County, Maryland, as described in the within advertisement for the sum of

Two Thousand Eighty-three Dollars and 92/100 - - - (\$2,083.92)

and I do hereby agree to comply with the terms of sale.

  
Purchaser

\_\_\_\_\_  
Purchaser

FILED

1956 APR 19 AM 11:31

In the Matter of the Mortgaged : No. 11.687 Equity  
 Real Estate of : IN THE  
 Thomas Jones and : CIRCUIT COURT  
 Julia Jones, his wife : FOR  
 : ANNE ARUNDEL COUNTY

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Assignee named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Thomas Jones and Julia Jones, his wife, to H. Melvin Bull and Emelie U. Bull, his wife, dated December 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 551, Folio 360, the said William W. Townshend, Jr., Assignee named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction at the Court House Door, Annapolis, Maryland, on Tuesday, April 17, 1956, at 11 o'clock A.M., and then and there sold the said property unto Harry M. Bull at and for the sum of Two Thousand Eighty-three Dollars and Ninety-two Cents (\$2,083.92), being at that figure the highest bidder as therefor, said property being described as follows:

All that tract or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State

FILED

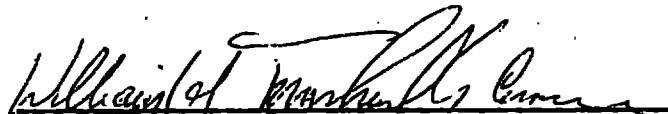
12 1956 APR 19 AM 11:31

of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe set on the west side of Light Street Road, said pipe being located along the west side of said road, South 32 degrees 13 minutes West, 55 feet from where the South 62 degrees, 59 minutes 30 seconds East, 222.95 foot line of the conveyance from Clarence Douglas and Beulah Douglas, his wife, to Kenneth Bass and Evelyn Bass, his wife, by deed dated June 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 412, Folio 1, intersects the west side of said Light Street Road; and running from thence and with said road, South 32 degrees 13 minutes West, 50 feet to a pipe; thence at right angles North 57 degrees 47 minutes West, 129.25 feet to a pipe; thence parallel to Light Street Road, North 32 degrees 13 minutes East, 50 feet to a pipe; thence parallel to the second line of this description, South 57 degrees 47 minutes East, 149.25 feet to the place of beginning. Being a lot in the northeastern corner of the above-mentioned conveyance from Douglas to Bass and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in August 1949.

And the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

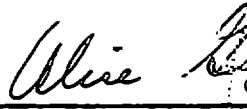
Respectfully submitted,


  
William W. Townsend, Jr., Assignee  
named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18<sup>th</sup> day of April, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee named in Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

  
\_\_\_\_\_  
Alice Gary, Notary Public



In the Matter of the Mortgaged  
Real Estate of

XXXXXX

Thomas Jones and  
Julia Jones, his wife

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,687 Equity

Ordered, this 19th day of April, 1956, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Assignee named in Mortgage Trust

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of May next.

The report states that the amount of sales <sup>was</sup> ~~to be~~ \$ 2,083.92.

FILED  
1956 APR 19 PM 2:44  
True Copy

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged  
Real Estate of

XXXXXX

Thomas Jones and  
Julia Jones, his wife

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of June, 1956, that the sale made and reported by the <sup>Assignee</sup> ~~Trust~~ aforesaid, be and the same <sup>is</sup> hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the <sup>Assignee</sup> ~~Trust~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson  
Judge

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Order Nisi**IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,087 EQUITYIn the Matter of the Mortgaged  
Real Estate of  
THOMAS JONES and  
JULIA JONES, his wife.Ordered, this 19th day of April, 1956,  
That the sale of the property in these  
proceedings mentioned made and re-  
ported by William W. Townshend, Jr.,  
Assignee named in Mortgage, BE  
RATIFIED AND CONFIRMED, un-  
less cause to the contrary thereof be  
shown on or before the 28th day of  
May next; Provided, a copy of this  
Order be inserted in some newspaper  
published in Anne Arundel County,  
once in each of three successive weeks  
before the 28th day of May next.The report states that the amount  
of sale was \$2,083.92.

GEORGE T. CHOMWELL, Clerk,

True Copy, TEST:

GEORGE T. CHOMWELL, Clerk.

m-17

**CERTIFICATE OF PUBLICATION**Annapolis, Md., June 1, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,687  
Mortgage Real EstateThomas Jones

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 28thday of May, 1956. The firstinsertion being made the 26th day ofApril, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman**FILED**No. M.G. 1956 JUN -4 AM 10:54

16

**In the Case of**

In the Matter of the  
Mortgaged Real Estate  
of  
vs  
Thomas Jones  
and  
Julia Jones, his wife

**In the  
Circuit Court**

**For**

**Anne Arundel County**

No. 11,687

Equity

**To the Honorable, the Judges of said Court:**

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from then she has stated the within account.

June 11, 1956

All of which is respectfully submitted.

*Laura E. Pickling*

Auditor.

Dr.

In the Matter of the Mortgaged Real Estate of Thomas Jones  
and Julia Jones, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	95	52	145	52
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	31		
New Amsterdam Casualty Co. - bond premium	24	00		
Robert H. Campbell - auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
Alice Gary - notary fees	1	50	143	08
To Attorney for Taxes, viz:				
1954 State and County taxes	89	59		
1955 State and County taxes, interest, costs and advertising sale	106	62		
1956 State and County taxes (\$85.81)-adj.	25	38	221	59
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- 1955 water and sewer charges, int, etc.	17	20		
1956 water and sewer benefit charges (\$8.06) -adjusted	2	38		
Metered water due 4/1/56	3	00	22	58
To Emilie U. Bull, surviving mortgagee - this balance on account mortgage claim	1,499	65	1,499	65
			2,083	92
Amount of mortgage claim filed	2,083	92		
Cr. Amount allowed above	1,499	65		
Balance subject to decree in personam	584	27		

with William W. Townshend, Jr., Assignee

Cr.

1956				
April 17	Proceeds of Sale		2,083 92	2,083 92

			2,083 92
--	--	--	----------

ORDER NISI

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

In the Matter of the Mortgaged  
Real Estate  
~~VERSUS~~  
of  
Thomas Jones and Julia Jones,  
his wife

No. 11,687

Equity.

ORDERED, This 11th day of June, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th  
day of July next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
16th day of July next.

Filed 11 June 1956 3:32 PM

George T. Cromwell

**In the Circuit Court for Anne Arundel County**

ORDERED BY THE COURT, this 23rd day of July, 1956, that the  
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

Benjamin H. Richards  
Judge

FILED

1956 JUL 23 PM 3:37

*Maryland Gazette*

**Published by**

THE CAPITAL-GAZETTE PRESS, INC.

**HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING**

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,687 EQUITY

In the Matter of the Mortgaged

## Real Estate of

THOMAS JONES and

THOMAS JONES and  
JULIA JONES, his wife.

Ordered, this 10th day of April, 1956,  
That the sale of the property in these  
proceedings mentioned made and re-  
ported by William W. Townshend, Jr.,  
Assignee named in Mortgage, BE  
RATIFIED AND CONFIRMED, un-  
less cause to the contrary thereof be  
shown on or before the 28th day of  
May next; Provided, a copy of this  
Order be inserted in some newspaper  
published in Anne Arundel County,  
once in each of three successive weeks  
before the 28th day of May next.

The report states that the amount of sale was \$2,083.92.

GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

# CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18-----, 1956

**We hereby certify, that the annexed**

Order New Sale  
Eq 12687

Thomas Jones

**was published in**

*Maryland Gazette*

**a newspaper published in the City of Annapolis, Anne Arundel**

County, Maryland, once a week for 4-----

successive weeks before the 25th-----

day of May, 1956. The first

insertion being made the 26th day of

April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**

No. M.G. 39-81946 JUL 23 AM 10:45

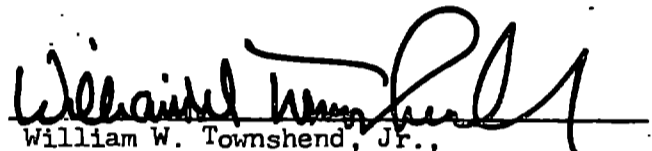
By

IN THE MATTER OF THE MORTGAGED REAL : No. 11,673 Equity  
ESTATE OF ELBERT M. BYRD, JR., AND : In the Circuit Court for  
MARGARET G. BYRD, HIS WIFE : Anne Arundel County

---

Mr. Clerk,

Please docket the above proceedings and file the original  
mortgage herewith.

  
William W. Townshend, Jr.,  
Attorney named in Mortgage

Filed MAR 1 1956

PURCHASE MONEY

THIS MORTGAGE, Made this 19<sup>th</sup> day of May

in the year nineteen hundred and fifty-one

by and between Elbert M. Byrd, Jr.

and Margaret G. Byrd, his wife,

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and

Mialger Realty Company, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagee, of the second part:

Whereas, the said Mortgagors are justly and bona fide indebted to the said Mortgagee in the full and just sum of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) payable ten years after date with interest thereon at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of Fifty-Seven Dollars and Fifty Cents (\$57.50) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and

WHEREAS, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said loan, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date provided a release fee of three per centum (3%) be paid on any amount so paid on the principal, interest on said sum to abate; and,

WHEREAS, the proceeds hereof are a part of the purchase money for the hereinafter described property,

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar,

the said Elbert M. Byrd, Jr. and Margaret G. Byrd, his wife,

do grant and convey unto Mialger Realty Company, Inc.,  
its successors

heirs and assigns,

in fee simple, all those lots or parcels of ground situate and lying in the Seventh

Election District, County aforesaid, and described as follows, to wit:—~~Beginning at~~

KNOWN AND DESIGNATED as Lots Nos. Eight (8) and Thirteen (13) in Block No. Twelve (12) as shown on the Plat of "Cedarhurst on the Bay", said Plat recorded among the Plat Records of Anne Arundel County formerly in Plat Book G.W. Section 3, Folio 343, now filed in Plat Cabinet No. 2, Rod D-8, Plat No. 343.

BEING the same property conveyed to the within named Mortgagors from Mialger Realty Company, Inc. by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

MAR 1 1956

Filed

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel S of ground and premises unto and to the proper use and benefit of Mialger Realty Company, Inc., its successors and heirs and assigns, forever.

Provided, that if the said Elbert M. Byrd, Jr. and Margaret G. Byrd, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Five Thousand Seven Hundred Fifty and no/100- - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor S hereby also authorize the said Mortgagee, its personal representatives, or assigns, William W. Townshend, Jr. authorized Attorney or Agent

of the said Mortgagee , its personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred - - - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee , its executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its personal representatives or assigns, or William W. Townshend, Jr. their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Five Thousand Seven Hundred Fifty - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to insure to the benefit of the said Mortgagee , its executors, administrators or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals of the said Mortgagors

TEST:

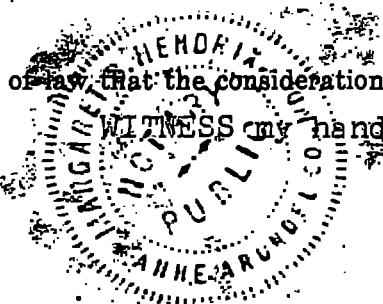
Elbert M. Byrd, Jr. [SEAL]  
Elbert M. Byrd, Jr.  
Margaret G. Byrd [SEAL]  
Margaret G. Byrd  
[SEAL]  
Margaret B. Hendrix  
Margaret B. Hendrix

BOOK 623 PAGE 525

State of Maryland, Anne Arundel County, ss:  
I Hereby Certify, that on this 19<sup>th</sup> day of May in the year one thousand nine hundred and fifty-one before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elbert M. Byrd, Jr. and Margaret G. Byrd, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared William W. Townshend, Jr., Vice-President of Mialger Realty Company, Inc.,

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Margaret B. Hendrix  
Margaret B. Hendrix, Notary Public

Recorded: May 21, 1951 at 11.50 A.M.

MORTGAGE

FROM

Elbert M. Byrd, Jr. and

Margaret G. Byrd, his wife,

TO

Mialger Realty Company, Inc.

BLOCK NO. \_\_\_\_\_

Received for Record May 21, 1951,  
at 11:50 o'clock A. M. Same day recorded  
in Liberty No. 623 Folio 523 &c.,

Records of \_\_\_\_\_

John H. Stephens Clerk.  
and examined per \_\_\_\_\_

Cost of Record, \$ \_\_\_\_\_

The Daily Record Company, Baltimore, Md.

20420

A T T O R N E Y ' S     S A L E

O F

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Elbert M. Byrd, Jr., and Margaret G. Byrd, his wife, dated May 19, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 623, Folio 523, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, APRIL 3, 1956

at 11 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 8 and 13 in Block No. 12, as shown on the Plat of Cedarhurst on the Bay, said plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-8, Plat 343.

Being the same property conveyed unto Elbert M. Byrd, Jr., and Margaret G. Byrd, his wife, by Mialger Realty Company, Inc., a body corporate, by deed dated May 19, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 623, Folio 521.

The above property is improved by a one-story stucco house on Grove Avenue, with modern conveniences.

Terms of Sale: A deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney  
Towns-Worth Building, South Street  
Annapolis, Maryland

Robert H. Campbell, Auctioneer

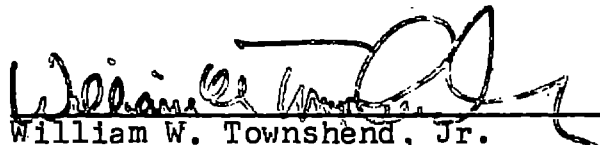
-----  
Maryland Gazette Press  
March 8, 15, 22 and 29

Filed MAR. 1 1956

In the Matter of the : No. 11,473 Equity  
Mortgaged Real Estate : IN THE  
of Elbert M. Byrd, Jr., and : CIRCUIT COURT  
Margaret G. Byrd, his wife : FOR  
: ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

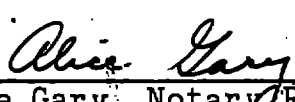
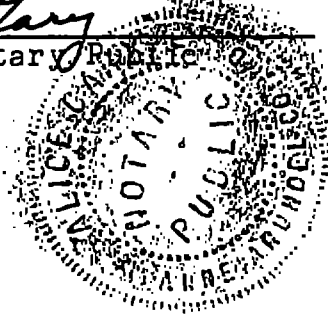
Amount of mortgage from Elbert M. Byrd, Jr., and  
Margaret G. Byrd, his wife, to Mialger Realty  
Company, Inc., dated May 19, 1951 and recorded  
among the Land Records of Anne Arundel County in  
Liber J.H.H. 623, Folio 521 . . . . . \$5,750.00  
Paid on account as of December 19, 1955 . . . . . 1,583.44  
\$4,166.56  
Interest to March 19, 1956 \$104.15  
Interest March 19, 1956 to April 3, 1956 10.35  
1955 Taxes 76.11 190.61  
\$4,357.17

  
William W. Townshend, Jr.  
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of March, 1956,  
before the subscriber, a Notary Public of the State of Maryland,  
in and for the County aforesaid, personally appeared William W.  
Townshend, Jr., Attorney named in Mortgage, and made oath in due  
form of law that the above Statement of Mortgage Claim is true to  
the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

  
Alice Gary, Notary Public  


7  
MAR 27 1956  
Filed

In the Matter of the : No. *11,673* Equity  
Mortgaged Real Estate : IN THE  
of Elbert M. Byrd, Jr., and : CIRCUIT COURT  
Margaret G. Byrd, his wife : FOR  
: ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under The Selective Training and Service Act of 1940 as amended,

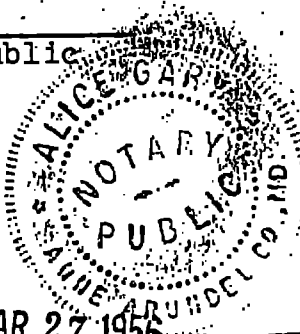
(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

*William W. Townshend, Jr.*  
William W. Townshend, Jr.  
Attorney named in Mortgage

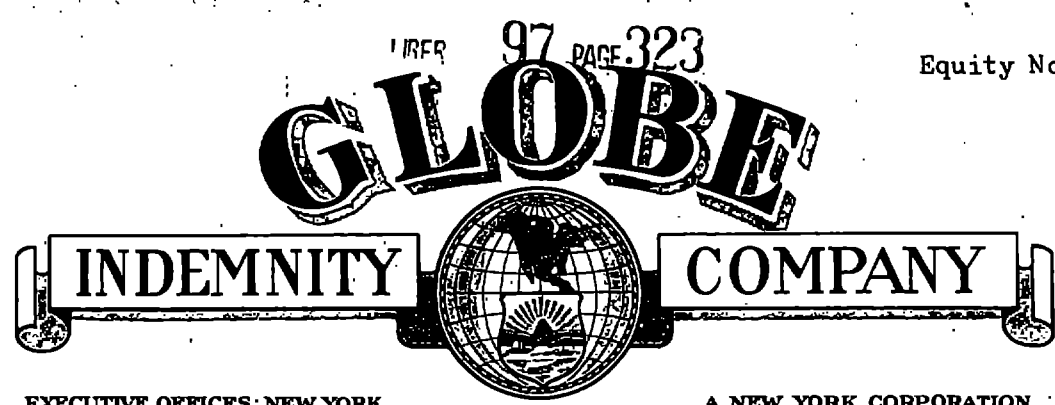
Subscribed and sworn to before me this *27<sup>th</sup>* day of March, 1956.

*Alice Gary*  
Alice Gary, Notary Public

My commission expires



Filed MAR 27 1956



A STOCK COMPANY  
**BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, William W. Townshend, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Forty-five Hundred Dollars (\$4,500.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 29<sup>th</sup> day of March, 1956.

**WHEREAS** by virtue of a power of sale contained in a mortgage from Elbert M. Byrd, Jr. and Margaret G. Byrd, his wife, bearing date on or about May 19, 1951, the said William W. Townshend, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

**NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that if the above bounden William W. Townshend, Jr. does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

**SIGNED, sealed and delivered**

in the presence of  
William E. Kish

Virginia S. Hubbard  
Virginia S. Hubbard

William W. Townshend, Jr. SEAL  
William W. Townshend, Jr., Principal

**GLOBE INDEMNITY COMPANY, a body corporate**  
By John H. Hopkins, IV.  
John H. Hopkins, IV, Attorney-in-Fact, Surety.

*Bond approved this 29 March, 1956.*  
*George J. Cromwell*  
Filed MAR 29 1956 Clerk

In the Matter of the Mortgaged Real Estate : No. 11,673 Equity  
of Elbert M. Byrd, Jr., and Margaret C. Byrd, : In the Circuit Court for  
his wife : Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named  
in the Mortgaged filed in these proceedings, respectfully shows:

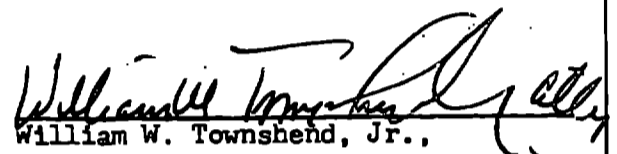
That under and by virtue of a power of sale contained in a  
mortgage from Elbert M. Byrd, Jr., and Margaret G. Byrd, his wife, dated  
May 19, 1951 and recorded among the Land Records of Anne Arundel County in  
Liber J.H.H. 623, Folio 523, the said William W. Townshend, Jr., Attorney  
named in the aforesaid mortgage to make sale of the property therein described  
in case of default, and default having occurred thereunder, after having given  
due notice of the time, place, manner and terms of sale by advertisement in  
the Maryland Gazette Press, a newspaper published in Anne Arundel County, and  
after having complied with all other requisites of the mortgage and of the  
law for such cases made and provided, offered the property in said mortgage  
described at public auction, at the Court House Door in the City of Annapolis,  
Maryland, on Tuesday, April 3, 1956, at 11:00 o'clock A.M., and then and there  
sold the said property unto Mialger Realty Company, Inc., at and for the sum  
of FOUR THOUSAND THREE HUNDRED FIFTY SEVEN DOLLARS AND SEVENTEEN CENTS  
(\$4,357.17), being at that figure the highest bidder therefor, said property  
being as follows:

ALL these lots or parcels of ground situate, lying and being in  
the Seventh Election District of Anne Arundel County, State of Maryland, known  
and designated as Lots Nos. 8 and 13 in Block No. 12, as shown on the Plat of  
Cedarhurst on the Bay, said plat recorded among the Plat Records of Anne  
Arundel County in Plat Cabinet 2, Rod D-8, Plat 343.

APR 5 1956  
Filed

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

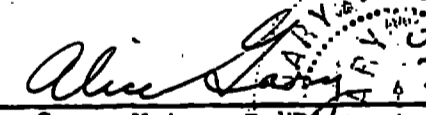
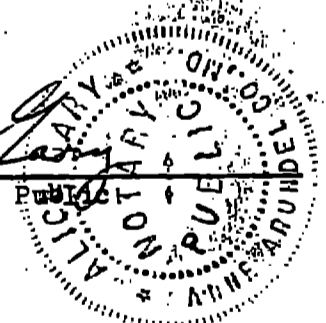
Respectfully submitted,

  
 William W. Townshend, Jr.,  
 Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this third day of April, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

  
 Alice Gary, Notary Public  


11RF 97 PAGE 326  
ORDER NISI

In the Matter of the  
Mortgaged Real Estate of  
~~XXXXX~~  
Elbert M. Byrd, Jr., and  
Margaret C. Byrd, his wife

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

No. 11,673 Equity

Ordered, this 5th day of April, 19 56, That the sale of the  
property in these proceedings mentioned  
made and reported by William W. Townshend, Jr., Attorney named in Mortgage  
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th  
day of May next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 14th  
day of May next.

The report states that the amount of sale <sup>was</sup> ~~XXXX~~ \$ 4,357.17

*George J. Cromwell* Clerk.

True Copy,

Filed APR 5 1956

TEST: Clerk.

(Final Order)

In the Matter of the  
Mortgaged Real Estate of  
~~XXXXXX~~  
Elbert M. Byrd, Jr., and  
Margaret C. Byrd, his wife

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, This 19<sup>th</sup> day of May, 19 56,  
that the sale made and reported by the ~~XXXX~~ <sup>Attorney</sup> aforesaid, be and the same <sup>is</sup> hereby Ratified and Confirmed  
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order  
Nisi, passed in said cause; and the ~~XXXX~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Richardson*  
Judge.

FILED

1956 MAY 21 AM 9:40

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**Annapolis, Md., May 14, 1956

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 11.673Elbert M. Byrd, Jr.

was published in

**Maryland Gazette**a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4successive weeks before the 14thday of May, 1956. The firstinsertion being made the 12th day ofApril, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,673 EquityIn The Matter Of The Mortgaged Real  
Estate Of ELBERT M. BYRD, JR.,  
And MARGARET O. BYRD His Wife.  
Ordered, this 5th day of April, 1956,  
That the sale of the property in these  
proceedings mentioned made and re-  
ported by William W. Townshend, Jr.,  
Attorney named in Mortgage BE RATI-  
FIED AND CONFIRMED, unless cause  
to the contrary thereof be shown on or  
before the 14th day of May next; Pro-  
vided, a copy of this Order be inserted  
in some newspaper published in Anne  
Arundel County, once in each of three  
successive weeks before the 14th day of  
May next.The report states that the amount of  
sale was \$4,957.11.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL Clerk.

m-3

**FILED**

No. M. 956-14-15-PM 1:51

13

# ATTORNEY'S SALE

OF VALUABLE

## Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Elbert M. Byrd, Jr., and Margaret G. Byrd, his wife, dated May 19, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 623, Folio 523, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

# Tuesday, April 3, 1956

AT 11 O'CLOCK A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 8 and 13 in Block No. 12, as shown on the Plat of Cedarhurst on the Bay, said plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-8, Plat 343.

Being the same property conveyed unto Elbert M. Byrd, Jr., and Margaret G. Byrd, his wife, by Mialger Realty Company, Inc., a body corporate, by deed dated May 19, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 623, Folio 521.

The above property is improved by a one-story stucco house on Grove Avenue, with modern conveniences.

**TERMS OF SALE:** A deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

**WILLIAM W. TOWNSHEND, JR.,**

Attorney

Towns-Worth Building, South Street  
Annapolis, Maryland

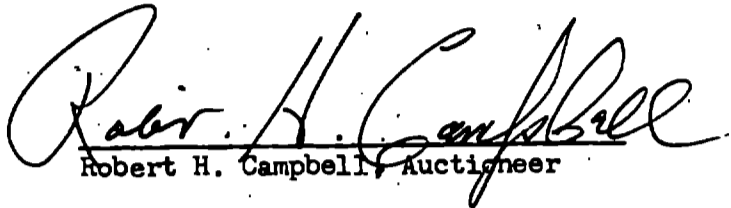
*filed 1956 May 18  
P-M-3.08*

Annapolis, Maryland  
April 3, 1956

I hereby certify that I have this third day of April, 1956,  
sold the property known as Lots 8 and 13, Block 12, Cedarhurst on the  
Bay, Seventh Election District of Anne Arundel County, State of Maryland,  
unto (George C. Heider, President of) Mialger Realty Company, Inc.

at and for the sum of Forty-three Hundred fifty-seven dollars and 17/100  
(\$4,357.17)

being then and there the highest bidders therefor.

  
Robert H. Campbell, Auctioneer

Annapolis, Maryland  
April 3, 1956

I hereby certify that I have this third day of April, 1956,  
purchased from William W. Townshend, Jr., Attorney named in mortgage, the  
property known as Lots 8 and 13, Block 12, Cedarhurst on the Bay, Seventh  
Election District of Anne Arundel County, Maryland, at and for the sum of

Forty-three Hundred fifty-seven dollars and 17/100 - - - (\$4,357.17)

and do hereby agree to comply with the terms of sale.

---

MIALGER REALTY COMPANY, INC. Purchaser

  
George C. Heider, President Purchaser

FILED

1956 MAY 18 3:08

*In the Case of*

In the Matter of the  
Mortgaged Real Estate  
of ~~MS~~  
Elbert M. Byrd, Jr.,  
and  
Margaret G. Byrd, his wife

In the  
**Circuit Court**  
For  
**Anne Arundel County**  
No. 11,673      Equity

*To the Honorable, the Judges of said Court:*

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 25, 1956

All of which is respectfully submitted.

*Laura R. Fickling*  
Auditor.

FILED  
1956 MAY 29 AM 9:50  
1956 MAY 29 AM 9:50

Dr. In the Matter of the Mortgaged Real Estate of Elbert M. Byrd, Jr., in ac.  
and Margaret G. Byrd, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	160	72	260	72
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	69		
Globe Indemnity Co. - bond premium	18	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Alice Gary - notary fees	1	50	120	66
To Attorney for Taxes, viz:				
1956 State and County taxes (\$76.17)adj	19	67	19	67
To Miagler Realty Co., Inc., mortgagee- this balance on account mortgage claim	3,904	62	3,904	62
			4,357	17
Amount of mortgage claim filed	4,357	17		
Cr. Amount allowed above	3,904	62		
Balance subject to decree in personam	452	52		

with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1956  
April 3

Proceeds of Sale

4,357 17

4,357 17

4,357 17

ORDER NISI

1956

97 PAGE 333

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged

Real Estate of

~~VERSUS~~

Elbert M. Byrd, Jr.,

and

Margaret G. Byrd, his wife

No. 11,673

Equity.

ORDERED, This 29 day of May, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2 day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of July next.

In the Circuit Court for Anne Arundel County, 1956  
Filed 29 May, 1956  
George T. Cromwell, Clerk

ORDERED BY THE COURT, this 3d day of July, 1956, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaels Jr.  
Judge

FILED

1956 JUL -5 PM 12:11

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1956

We hereby certify, that the annexed

Order Nisi - Eq. 11.673  
Auditor account

Elbert M. Byrd, Jr.

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 27th

day of July, 1956. The first

insertion being made the 31st day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1956 JUL -3 AM 2:10

Tilghman

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,673 Equity

In The Matter Of The Mortgaged Real  
Estate Of ELBERT M. BYRD, JR.,  
And MARGARET G. BYRD, His  
Wife.

Ordered, this 28th day of May, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 2nd  
day of July next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 2nd day of July next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

ju-14

No. M.G. \_\_\_\_\_

19

FREDERICK C. HAMILTON and  
 ESSIE HAMILTON, his wife  
 R.F.D. No. 1, Box 310  
 Hanover, Maryland

and

THE DORSEY BUILDING AND  
 LOAN ASSOCIATION,  
 INCORPORATED, a body  
 corporate of the State of  
 Maryland,  
 Dorsey, Maryland

Complainants

VS.

All the unknown heirs of  
 CHARLES A. DISNEY,  
 deceased

: : : : : :

BILL OF COMPLAINT TO QUIET TITLE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Frederick C. Hamilton and  
 Essie Hamilton, his wife, and The Dorsey Building and Loan  
 Association, Incorporated, Complainants, by Paul J. Yeager,  
 their attorney, respectfully represents:

1. That the Complainants, Frederick C. Hamilton  
 and Essie Hamilton, his wife, as tenants by the entireties,  
 by Deed dated December 13, 1920 and recorded on February 15,  
 1921 among the Land Records of Anne Arundel County in Liber  
 W.N.W. No. 23, folio 404, purchased from Wilbur R. Harman and  
 Bertha Harman, his wife, Howard I. Harman and Anna V. Harman,  
 his wife, Rosie C. Kelly and Hiram S. Kelly, her husband, and  
 Lewis H. Kelly and Ethel S. Kelly, his wife, the purported  
 heirs at law of Amos R. Harman, deceased, the following des-  
 cribed lot of ground, in fee simple:

BEGINNING for the same in the centre of Timber Neck  
 Road and at the end of the second line of the lot of ground  
 described in a Deed from Amos R. Harman and wife to Eliza

**FILED**

1956 APR -6 PM 3:18

IN THE  
 CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY,

IN EQUITY

*No. 11,707 Equity*

Hamilton, dated March 3d, 1883, recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 21, folio 149, and running thence and binding on the centre line of Timber Neck Road, south forty and one-quarter degrees west, two hundred and thirty-five feet, six inches to a stone at the beginning of the lot of ground described in a Deed from Thomas Donaldson and Andrew S. Ridgely, Trustees, to Amos R. Harman, dated November 9th, 1875, recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 10, folio 174, etc., and running thence and binding on the first line of said last mentioned Deed with an allowance for variation north, seventy-one and three-quarter degrees east, two hundred and forty-three feet to a stone at the beginning of the second line of the land described in the Deed from Amos R. Harman and wife to Eliza Hamilton above referred to, and thence binding on said second line as now run, north thirty-seven and one-half degrees west, one hundred and thirty-one feet to the place of beginning. Containing thirty-five one-hundredths of an acre of land, more or less.

Said Deed is attached hereto and marked "Complainants' Exhibit No. 1".

2. That said Frederick C. Hamilton and Essie Hamilton, his wife, did thereupon enter upon and take possession of said property and have lived on and had possession thereof from the date of the Deed hereinabove referred to up to the present filing of this Bill of Complaint. That since said date, the property has been assessed to them by Anne Arundel County and they have continuously paid real estate taxes to said Anne Arundel County thereon. Since their purchase, they have been in continuously and openly peaceable possession of the lands described in the above Deed.

3. That the Complainant, The Dorsey Building and Loan Association, Incorporated, a body corporate of the State of Maryland, is the holder of an unreleased Mortgage upon said property from said Frederick C. Hamilton and Essie Hamilton, his wife, Mortgagors, to it dated June 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 526, folio 45.

4. That recently it has come to the attention of your Complainants that the above recited heirs at law of said Amos R. Harman did not have clear title to said described property, but that said property was originally vested by Deed in William J. Disney by virtue of a Deed to him from Amos R. Harman and Frances E. Harman, his wife, dated April 19, 1876 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, folio 305; that said William J. Disney departed this life in 1902, a widower, intestate (Estate Docket W.F.P. 234, folio 365, Anne Arundel County), leaving surviving him as his only heir at law a son, Charles A. Disney; that the said Charles A. Disney was declared incompetent about the year 1910 and died on April 29, 1941 at the Spring Grove State Hospital; a certified copy of death certificate of Charles A. Disney is attached hereto and marked "Complainants' Exhibit No. 2"; that no conveyance of said property was ever made by either William J. Disney or Charles A. Disney; that your Complainants have no knowledge or information regarding any heirs at law of the said Charles A. Disney, deceased, and no administration was ever had upon his estate.

5. That your Complainants believe and therefore aver that by virtue of the Statute, 21 James 1, Ch. 16, 2 Alexander British Statutes 599, which is valid in the State of Maryland, and by reason of their adverse possession of said

property under color of title from December 13, 1920 up to and including the present time (a period of more than 20 years), they thereby have become, by virtue of said statute and operation of law, the absolute owners in fee simple of said above described property.

6. That since the death of the said Charles A. Disney on April 29, 1941 up to the present time (a period of more than ten years) no one has made any claim against your Complainants asserting any rights or interest in the property described above; that there is no action at law or any proceeding in equity pending to enforce or test the right of ownership of anyone claiming title as against the present Complainants; that your Complainants desire to invoke the aid of this Court to pass a Decree, pursuant to Section 131A, Article 16, Annotated Code of Maryland, 1955, quieting Complainants' fee simple title in said lands, declaring that the Complainants have the absolute fee simple ownership and right of disposition of the lands covered by the 1920 Deed, free of any claim of ownership or rights of the heirs at law of the said Charles A. Disney, or anyone else, and issuing an injunction against the assertion of any claim to the property by any of the unknown heirs at law of the said Charles A. Disney or by any other person unknown to your Complainants who is or may claim any interest in said property.

WHEREFORE, your Complainants pray that this Honorable Court may pass a decree.

(a) Declaring that the Complainants herein have the absolute fee simple ownership and right of disposition of the property covered by the 1920 Deed free of any other claim of ownership;

(b) Quietening Complainants' title in said property.

(c) Ordering that publication may issue against the heirs of Charles A. Disney, deceased.

(d) Issuing an injunction against the assertion of any claim by action at law, or otherwise, to the property by any person known or unknown; and

(e) Granting such other and further relief as may be required in the circumstances.

*Paul J. Yeager*

Paul J. Yeager  
1023 Fidelity Building  
Baltimore 1, Maryland  
Attorney for Complainants

*Frederick C. Hamilton*  
Frederick C. Hamilton

*Essie Hamilton*  
Essie Hamilton

The Dorsey Building and Loan  
Association, Incorporated

By *Frederick D. Powell*  
Frederick D. Powell - President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

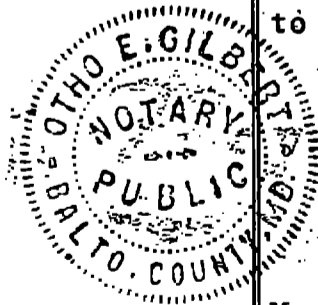
I HEREBY CERTIFY that on this 26th day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frederick C. Hamilton and Essie Hamilton, his wife, and Frederick D. Powell, President of The Dorsey Building and Loan Association, Incorporated, the Complainants herein, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

*Otho E. Gilbert*

Notary Public

My commission expires May 6, 1957.



5



## COMPLAINANT'S EXHIBIT NO. 7

THIS DEED, Made this *Thirteenth* day of *December*, nineteen hundred and *twenty* —, by Wilbur R. Harman and Bertha Harman, his wife, of Palmyra, in the State of New Jersey, Howard I. Harman and Anna V. Harman, his wife, of Baltimore City, in the State of Maryland, Rosie C. Kelly and Hiram S. Kelly, her husband, of Anne Arundel County, in the State of Maryland, and Lewis H. Kelly and *Ethel S.* Kelly, his wife, of Anne Arundel County, in the State of Maryland, parties of the first part and Frederick C. Hamilton and Essie Hamilton, his wife, of Anne Arundel County, in the State of Maryland, parties of the second part.

WHEREAS, Amos R. Harman departed this life, seized of the lot of ground herein after described and leaving the said Wilbur R. Harman, Howard I. Harman, Rosie C. Kelly and Lewis H. Kelly, the above named Grantors, surviving him as his only heirs at Law.

WITNESSETH, that in consideration of the sum of thirty dollars (\$30.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto Frederick C. Hamilton and Essie Hamilton, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all that part of a tract of land called the Addition to Timber Neck, situate, lying and being in Anne Arundel County, and described as follows, that is to say:

*(X)* BEGINNING for the same in the centre of Timber Neck Road and at the end of the second line of the lot of ground

described in a Deed from Amos R. Harman and wife to Eliza Hamilton,

*11,707 sq. ft. Hamilton Deed of 1901. E. C. Lawless, Exam.*  
*Complainant's Exhibit No. 1*  
*As filed 28 June 1956*

Filed APR 6 1956

dated March 3d, 1883, recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 21, folio 149, and running thence and binding on the centre line of Timber Neck Road, south forty and one-quarter degrees west, two hundred and thirty-five feet, six inches to a stone at the (beginning) of the lot of ground described in a Deed from Thomas Donaldson and Andrew S. Ridgely, Trustees, to Amos R. Harman, dated November 9th, 1875, recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 10, folio 174, etc., and running thence and binding on the first line of said last mentioned Deed with an allowance for variation north, seventy-one and three-quarter degrees east, two hundred and forty-three feet to a stone at the beginning of the second line of the land described in the Deed from Amos R. Harman and wife to Eliza Hamilton above referred to, and thence binding on said second line as now run, north thirty-seven and one-half degrees west, one hundred and thirty-one feet to the place of beginning. Containing thirty-five one-hundredths of an acre of land, more or less. (X)

BEING a part of the land which was conveyed to the said Amos R. Harman by the Deed from Thomas Donaldson and Andrew S. Ridgely, Trustees, above referred to.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD all that lot of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Frederick C. Hamilton and Essie Hamilton, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of said Grantors.

TEST:

Geo. W. Wimer

Wilbur R. Harman (SEAL)

TEST:

St. M. Kelly

Bertha Harman (SEAL)

Bessie C. Kelly (SEAL)

TEST:

St. M. Kelly

Hiram S. Kelly (SEAL)

Lewis H. Kelly (SEAL)

TEST:

Edw. J. Harman

Ethel S. Kelly (SEAL)

Howard J. Harman (SEAL)

Annie V. Harman (SEAL)

STATE OF NEW JERSEY *Burlington* COUNTY, to wit:

I HEREBY CERTIFY, That on this *13th* day of *December*, nineteen hundred and twenty, before me, the Subscriber, a Notary Public, of the State of New Jersey, in and for *Burlington* County, aforesaid, personally appeared Wilbur R. Harman and Bertha Harman, his wife, the above named Grantors, and they acknowledged, the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

*George A. Harman*  
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this *30th* day of *December*, nineteen hundred and twenty, before me, the Subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Howard I. Harman and Annie V. Harman, his wife, the above named Grantors, and they acknowledged, the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

*Edw. J. Harman*  
Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this *23rd* day of *December*, nineteen hundred and twenty, before me, the Subscriber, a *Justice of the Peace*, of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Rosie C. Kelly and Hiram S. Kelly, her husband, the above named Grantors, and they acknowledged, the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

*J. M. Kelly*  
Notary Public.  
*Justice of the Peace*

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 23rd day of December  
 nineteen hundred and twenty, before me, the Subscriber, a ~~Notary~~  
~~Public~~ *Justice of the Peace*, of the State of Maryland, in and for Anne Arundel County,  
 aforesaid, personally appeared Lewis H. Kelly and Ethel S. Kelly,,  
 his wife, the above named Grantors, and they acknowledged, the  
 foregoing Deed to be their act.

AS witness my hand and Notarial Seal.



*[Signature]*  
 Notary Public  
*Justice of the Peace*

*[Handwritten signature]*

2097

*Exhibit*

000000.

WILBUR R. HORTON,  
et al.,  
To  
Frederick C. Hamilton, and  
Evelyn Hamilton, his wife.

*July 21 2 15 P*

*23 404*

*550 Paid*

EDWARD B. EISENBRANDT  
ATTORNEY-AT-LAW  
628-625-627 GAITHER BUILDING  
111 N. CHARLES ST. BALTIMORE, MD.

FILED

29310

**MARYLAND STATE DEPARTMENT OF HEALTH**  
2411 N. Charles St., Baltimore (Bk)

03782  
30

**CERTIFICATE OF DEATH**

Reg. Dist. No. ....

**DEATH:**  
Place of death.....  
Catonsville  
(If outside city or town limits, write RURAL and give nearest town)  
Age at death..... 34 years, 11 months, 22 days  
(If less than one year, state month, day, year)  
Cause of death..... Spring Grove State Hospital  
(If less than one year, state month, day, year)  
Date of death..... April 29, 1941  
(If less than one year, state month, day, year)

**2. USUAL RESIDENCE (HOME) OF DECEASED:**  
(For newborn infants give residence of mother)  
State..... Maryland County..... Anna Arundel  
City or town.....  
(If outside city or town limits, write RURAL and give nearest town)  
Street No.....  
(If rural, give LOCATION)  
(c) If veteran, name war..... No

**3. (a) FULL NAME**  
Charles A. Disney  
Sex..... Male Color or race..... White Marital status..... Single  
Age at birth..... 73  
Date of birth..... March 19, 1866  
Place of birth..... Maryland  
(Town, county, and state)  
Occupation..... Trucker  
Industry or business..... Farming  
Religion.....  
Education.....  
Hospital records..... Catonsville  
Burial.....  
Date thereof..... 5/2/41  
(month) (day) (year)  
Name of cemetery..... Roman Family Burial Plot  
Roxbury, Md.  
Name of undertaker..... Wm. J. Dickens & Sons  
North + Co. P.O.

**3. (b) Social Security Number**  
No

**MEDICAL CERTIFICATION**  
20. DATE OF DEATH..... April 29, 1941 at 2:40 AM  
21. I CERTIFY that death occurred on the date above stated; that I attended deceased from March 19, 1936 to April 29, 1941 and that I last saw him alive on April 29, 1941  
Immediate cause of death..... Hypertensive Heart Disease  
Due to..... Generalized Arteriosclerosis Before 1941  
Due to..... Chronic Parenchymatous Nephritis Before 1941  
Other conditions..... Paranoia Before 1906  
(Include pregnancy within 8 months of death)  
Major findings of operations..... No  
Autopsy results..... As given above  
PHYSICIAN: Please underline the cause to which death should be charged etiologically.  
22. VIOLENCE: If death was due to external causes, fill in the following: NO  
Accident, suicide, or homicide..... Date of.....  
Where did injury occur?..... (City or town) (County) (State)  
Injured at home, farm, industry, public place (where?).....  
Means of injury..... Injured at work?  
23. SIGNATURE..... Serge Androp, M.D.  
Address..... Catonsville, Md. Date signed 4-29-41

MAR 12 1956  
DA  
FD

Sc.D., Chief  
Division of Vital Records and Statistics

NOT VALID WITHOUT RAISED SEAL

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD ON FILE IN THE OFFICE OF THE DIVISION OF VITAL RECORDS AND STATISTICS.

COMPLAINANTS  
EX. BIT  
N. L.  
(SEAL)

FREDERICK C. HAMILTON and  
ESSIE HAMILTON, his wife  
R.F.D. No. 1, box 310  
Hanover, Maryland

and

THE DORSEY BUILDING AND  
LOAN ASSOCIATION,  
INCORPORATED, a body  
corporate of the State of  
Maryland,  
Dorsey, Maryland  
Complainants

VS.

All the unknown heirs of  
CHARLES A. DISNEY,  
deceased

: : : : : :

ORDER OF PUBLICATION

The object of the Bill in this proceeding is to have the Court pass a Decree (1) to quiet the title to the property mentioned and described in the proceedings located in Anne Arundel County, and to enjoin the assertion of any claim of any interest in the property by any of the Respondents named in the proceedings; (2) to declare that the Complainants now hold title to the property above mentioned in fee simple absolutely; (3) that an Order of Publication may issue against the Respondents named in said proceedings and against any unknown persons who are heirs of Charles A. Disney, deceased; and (4) for general relief.

The Bill sets forth that the Complainants, Frederick C. Hamilton and Essie Hamilton, his wife, as tenants by the entireties by Deed dated December 13, 1920 and recorded on February 15, 1921 among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 404, purchased from Wilbur R. Harman and Bertha Harman, his wife, Howard I. Harman and Anna V. Harman, his wife, Rosie C. Kelly and Hiram S. Kelly, her husband, and Lewis H. Kelly and Ethel S. Kelly, his wife, the

**FILED** putted heirs at law of Amos R. Harman, deceased, the following

1956 APR -6 PM 3:18

13

described lot of ground, in fee simple:

BEGINNING for the same in the centre of Timber Neck Road and at the end of the second line of the lot of ground described in a Deed from Amos R. Harman and wife to Eliza Hamilton, dated March 3d, 1883, recorded among the Land Records of Anne Arundel County, in Liber S.M. No. 21, folio 149, and running thence and binding on the centre line of Timber Neck Road, south forty and one-quarter degrees west, two hundred and thirty-five feet, six inches to a stone at the beginning of the lot of ground described in a Deed from Thomas Donaldson and Andrew S. Ridgely, Trustees, to Amos R. Harman, dated November 9th, 1875, recorded among the Land Records of Anne Arundel County in Liber S.M. No. 10, folio 174, etc., and running thence and binding on the first line of said last mentioned Deed with an allowance for variation north, seventy-one and three-quarter degrees east, two hundred and forty-three feet to a stone at the beginning of the second line of the land described in the Deed from Amos R. Harman and wife to Eliza Hamilton above referred to, and thence binding on said second line as now run, north thirty-seven and one-half degrees west, one hundred and thirty-one feet to the place of beginning. Containing thirty-five one-hundredths of an acre of land, more or less.

That said Frederick C. Hamilton and Essie Hamilton, his wife, did thereupon enter upon and take possession of said property and have lived on and had possession thereof from the date of the Deed hereinabove referred to up to the present filing of this Bill of Complaint. That since said date, the property has been assessed to them by Anne Arundel County and they have continuously paid real estate taxes to said Anne Arundel County thereon. Since their purchase, they have been in continuously and openly peaceable possession of the lands described in the above Deed.

That the Complainant, The Dorsey Building and Loan Association, Incorporated, a body corporate of the State of Maryland, is the holder of an unreleased Mortgage upon said property from said Frederick C. Hamilton and Essie Hamilton, his wife, Mortgagors, to it dated June 18, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 526, folio 45.

That recently it has come to the attention of the Complainants that the above recited heirs at law of said Amos R. Harman did not have clear title to said described property, but that said property was originally vested by Deed in William J. Disney by virtue of a Deed to him from Amos R. Harman and Frances E. Harman, his wife, dated April 19, 1876 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, folio 305; that said William J. Disney departed this life in 1902, a widower, intestate (Estate Docket W.F.P. No. 234, folio 365, Anne Arundel County), leaving surviving him as his only heir at law a son, Charles A. Disney; that the said Charles A. Disney was declared incompetent about the year 1910 and died on April 29, 1941 at the Spring Grove State Hospital; that no conveyance of said property was ever made by either William J. Disney or Charles A. Disney; that the Complainants have no knowledge or information regarding any heirs at law of the said Charles A. Disney, deceased, and no administration was ever had upon his estate.

That the Complainants believe and therefore aver that by virtue of the Statute, 21 James I, Ch. 16, 2 Alexander British Statutes 599, which is valid in the State of Maryland, and by reason of their adverse possession of said property under color of title from December 13, 1920 up to and including the present time (a period of more than 20 years), they thereby have become, by virtue of said statute and operation of law, the absolute owners in fee simple of said above described property.

15-

That since the death of the said Charles A. Disney on April 29, 1941 up to the present time (a period of more than ten years) no one has made any claim against the Complainants asserting any rights or interest in the property described above; that there is no action at law or any proceeding in equity pending to enforce or test the right of ownership of anyone claiming title as against the present Complainants; that the Complainants desire to invoke the aid of this Court to pass a Decree, pursuant to Section 131A, Article 16, Annotated Code of Maryland, 1955, quieting Complainants' fee simple title in said lands, declaring that the Complainants have the absolute fee simple ownership and right of disposition of the lands covered by the 1920 Deed, free of any claim of ownership or rights of the heirs at law of the said Charles A. Disney, or anyone else, and issuing an injunction against the assertion of any claim to the property by any of the unknown heirs at law of the said Charles A. Disney or by any other person unknown to your Complainants who is or may claim any interest in said property.

It is thereupon ordered by the Circuit Court of Anne Arundel County, in equity, this 6<sup>th</sup> day of April, 1956, that Frederick C. Hamilton and Essie Hamilton and The Dorsey Building and Loan Association, Incorporated, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once a week for four successive weeks before the 14<sup>th</sup> day of May, 1956, give notice to the Defendants named in the first paragraph of this Order and to all unknown heirs at law of Charles A. Disney, deceased, to notify them of the object and substance of this Complaint, warning them to appear in this Court in person or by solicitor, on or before the 31<sup>st</sup> day of May, 1956 to show cause, if any they may have, why a Decree should not be passed as prayed.

George J. Cromwell  
Clerk

IN THE  
CIRCUIT COURT  
OF  
ANNE ARUNDEL  
COUNTY  
In Equity

No. 11,707 Equity  
Frederick C. Hamilton and  
Essie Hamilton, his wife  
R. F. D. No. 1, Box 310  
Hanover, Maryland  
and  
The Darsey Building and  
Loan Association,  
Incorporated, a body  
corporate of the State of  
Maryland,  
Darsey, Maryland  
Complainants

vs.

All the unknown heirs of  
CHARLES A. DISNEY  
deceased

Order Of  
Publication

The object of the Bill in this proceeding is to have the Court pass a Decree (1) to quiet the title to the property mentioned and described in the proceedings located in Anne Arundel County, and to enjoin the assertion of any claim of any interest in the property by any of the Respondents named in the proceedings; (2) to declare that the Complainants now hold title to the property above mentioned in fee simple absolutely; (3) that an Order of Publication may issue against the Respondents named in said proceedings and against any unknown persons who are heirs of Charles A. Disney, deceased; and (4) for general relief.

The Bill sets forth that the Complainants, Frederick C. Hamilton and Essie Hamilton, his wife, as tenants by the entireties by Deed dated December 13, 1920 and recorded on February 15, 1921 among the Land Records of Anne Arundel County in Liber W. N. W. No. 23, folio 404, purchased from Wilbur R. Harman and Bertha Harman, his wife, Howard L. Harman and Anna V. Harman, his wife, Bosie C. Kelly and Hiram S. Kelly, her husband, and Lewis H. Kelly and Ethel S. Kelly, his wife, the purported heirs at law of Amos R. Harman, deceased, the following described lot of ground, in fee simple:

BEGINNING for the same in the centre of Timber Neck Road and at the end of the second line of the lot of ground described in a Deed from Amos R. Harman and wife to Eliza Hamilton, dated March 3d, 1888, recorded among the Land Records of Anne Arundel County, in Liber S. H. No. 21, folio 149, and running thence and binding on the centre line of Timber Neck Road, south forty and one-quarter degrees west, two hundred and thirty-five feet, six inches to a stone at the beginning of the lot of ground described in a Deed from Thomas Donaldson and Andrew S. Ridgely, Trustees, to Amos R. Harman, dated November 9th, 1875, recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 174, etc., and running thence and binding on the first line of said last mentioned Deed with an allowance for variation north, seventy one and three-quarter degrees east, two hundred and forty-three feet to a stone at the beginning of the second line of the land described in the Deed from Amos R. Harman and wife to Eliza Hamilton above referred to, and thence binding on said second line as now run, north thirty-seven and one-half degrees west, one hundred and thirty-one feet to the place of beginning. Containing thirty-five one-hundredths of an acre of land,

IRFR

97 PAGE 350

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 16, 1956

We hereby certify, that the annexed

Order Publication  
No 11,707 Equity  
Frederick C. Hamilton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 14th

day of May, 1956. The first

insertion being made the 12th

day of April, 1956

THE CAPITAL-GAZETTE PRESS, INC.

Ech3  
Exclaw

By Lillie L. French

Filed 15 June, 1956, at 2:45 P.M.

That said Frederick C. Hamilton and Essie Hamilton, his wife, did thereupon enter upon and take possession of said property and have lived on and had possession thereof from the date of the Deed hereinabove referred to up to the present filing of this Bill of Complaint. That since said date, the property has been assessed to them by Anne Arundel County and they have continuously paid real estate taxes to said Anne Arundel County thereon. Since their purchase, they have been in continuously and openly peaceable possession of the lands described in the above Deed.

That the Complainant, The Dorsey Building and Loan Association Incorporated, a body corporate of the State of Maryland, is the holder of an un-released Mortgage upon said property from said Frederick C. Hamilton and Essie Hamilton, his wife, Mortgagors, to it dated June 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 528, folio 45.

That recently it has come to the attention of the Complainants that the above recited heirs at law of said Amos R. Harman did not have clear title to said described property, but that said property was originally vested by Deed in William J. Disney by virtue of a Deed to him from Amos R. Harman and Frances E. Harman his wife, dated April 10, 1876 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 305; that said William J. Disney departed this life in 1902, a widower, intestate (Estate Docket W. F. P. No. 234 folio 365, Anne Arundel County), leaving surviving him as his only heir at law a son, Charles A. Disney, that the said Charles A. Disney was declared incompetent about the year 1910 and died on April 20, 1941 at the Spring Grove State Hospital; that no conveyance of said property was ever made by either William J. Disney or Charles A. Disney; that the Complainants have no knowledge or information regarding any heirs at law of the said Charles A. Disney, deceased, and no administration was ever had upon his estate.

That the Complainants believe and therefore aver that by virtue of the Statute, 21 James 1, Ch. 10; 2 Alexander British Statutes 509, which is valid in the State of Maryland, and by reason of their adverse possession of said property under color of title from December 13, 1920 up to and including the present time (a period of more than 20 years), they thereby have become, by virtue of said statute and operation of law, the absolute owners in fee simple of said above described property.

That since the death of the said Charles A. Disney on April 20 1941 up to the present time (a period of more than ten years) no one has made any claim against the Complainants asserting any rights or interest in the property described above; that there is no action at law or any proceeding in equity pending to enforce or test the right of ownership of anyone claiming title as against the present Complainants; that the Complainants desire to invoke the aid of this Court to pass a Decree, pursuant to Section 131A, Article 16, Annotated Code of Maryland, 1955, quieting Complainants' fee simple title in said lands, declaring that the Complainants have the absolute fee simple ownership and right of disposition of the lands covered by the 1920 Deed, free of any claim of ownership or rights of the heirs at law of the said Charles A. Disney, or anyone else and issuing an injunction against the assertion of any claim to the property by any of the unknown heirs at law of the said Charles A. Disney or by any other person unknown to your Complainants who is or may claim any interest in said property.

It is thereupon ordered by the Circuit Court of Anne Arundel County, in equity, this 6th day of April, 1956, that Frederick C. Hamilton and Essie Hamilton and The Dorsey Building and Loan Association, Incorporated, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once a week for four successive weeks before the 4th day of May, 1956, give notice to the Defendants named in the first paragraph of this Order and to all unknown heirs at law of Charles A. Disney, deceased, to notify them of the object and substance of this Complaint, warning them to appear in this Court in person or by solicitor, on or before the 31st day of May, 1956 to show cause, if any they may have, why a Decree should not be passed as prayed.

GEORGE T. CROFTWELL, Clerk.

True Copy, TEST:

FREDERICK C. HAMILTON and	:	
ESSIE HAMILTON	:	
and	:	
THE DORSEY BUILDING AND LOAN	:	IN THE
ASSOCIATION, INCORPORATED,	:	CIRCUIT COURT
vs.	:	
	:	OF
ALL THE UNKNOWN HEIRS OF	:	ANNE ARUNDEL COUNTY
CHARLES A. DISNEY, DECEASED	:	
	:	IN EQUITY
	:	No. 11,707

DECREE PRO CONFESSO

The Defendants, having been duly warned to appear by Order of Publication to the Bill of Complaint filed herein, and having failed to appear thereto, according to said Order,

IT IS THEREUPON this *18<sup>th</sup>* day of June, 1956, by the Circuit Court of Anne Arundel County, In Equity, ADJUDGED, ORDERED AND DECREED that the Complainants are entitled to relief in the premises, and that the Bill of Complaint be, and is hereby, taken pro confesso against said Defendants. But because it doth not certainly appear to what relief the Complainants are entitled, it is further ADJUDGED AND ORDERED, that one of the Examiners of this Court take testimony to support the allegations of the Bill.

*Benjamin M. Michaelson*  
Judge

**FILED**  
1956 JUN 18 PM 12:55

FREDERICK C. HAMILTON and ;  
 ESSIE HAMILTON, his wife, :  
 and THE DORSEY BUILDING AND :  
 LOAN ASSOCIATION, etc. :

VS. :

ALL THE UNKNOWN HEIRS OF :  
 CHARLES A. DISNEY, dec. :

IN

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11, 707 Equity

.....

TESTIMONY ON BEHALF OF THE PETITIONERS  
 June 21, 1956

Present:

Mr. Paul J. Yeager, Solicitor for petitioners.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Frederick C. Hamilton, pages 2, 3, 4.

Essie Hamilton, pages 5, 6.

FILED

1956 JUN 28 AM 10:42

Frederick C. Hamilton, a witness of lawful age, being first sworn, deposes and says:

(Mr. Yeager)

1. Will you state your name and address?

A. Frederick C. Hamilton, R.F.D. #1. Hanover, Md.

2. Is that in Anne Arundel County?

A. In the Fifth Election District of Anne Arundel County.

3. Would you state when you bought the property where you now live?

A. In 1920.

4. From whom did you buy it?

A. From people by the name of Harman.

5. Did you receive a deed to the property?

A. I did after I finished paying for it.

6. I show you a deed that has been filed in this case as Complainants' Ex. 1 and ask you if that is the deed that you and your wife received?

A. It is. (DEED ATTACHED TO BILL OF COMPLAINT AS COMPLAINANTS' EX. 1 MARKED EXAMINER'S EX. 1)

7. After you bought the property and received the deed, did you and your wife take possession of the property?

A. We did. We lived there before we paid it off and we stayed there after we paid it off and got the deed.

8. Were there any buildings on the property when you bought it?

A. No.

9. Did you build a house?

A. Yes.

10. Have you and your wife lived on the property since you bought it?

A. Yes.

11. What type of house did you build?

A. A four-room house with a porch.

12. Have you added to the house since?

A. One room last year.

13. Have you lived there continuously since 1920?

A. Yes.

14. Do you maintain the property, mow the lawn and so forth?

A. Yes.

15. Have you received the tax bills?

A. Yes.

16. Are they in your name and your wife's?

A. Yes.

17. Have you paid the taxes since 1920 and up to and including 1956?

A. Yes.

18. Has anyone made any claim against you or your wife or asserted any interest in the property against you or your wife?

A. No.

19. Have there been any law suits or suits in equity against your property?

A. No.

20. Have you at any time, placed any mortgages on your property?

A. Yes, in 1920.

21. To whom?

A. The Baltimore and Ohio Relief Fund.

22. Were there any other mortgages?

A. After we paid off the first mortgage, we got another one with the same people.

23. Is there any mortgage on the property now?

A. A small one to The Dorsey Building and Loan Association, Inc.

24. Is that the mortgage dated June 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H No. 526. folio 45?

A. Yes.

25. When did it come to your attention that there was any dispute regarding the property?

A. When my daughter put the room on last year, and I attempted to borrow money.

26. Have you discovered that the title to your property rather than being in the Harmans was really in the heirs of Charles A. Disney?

A. My attorneys advised me on that.

27. Did you also discover that Charles A. Disney was no longer alive and died in 1941?

A. Yes I did.

(DEATH CERTIFICATE ATTACHED TO BILL OF COMPLAINT MARKED EXAMINER'S EX.2)

28. Do you have any knowledge of any of the heirs of Charles A. Disney?

A. No.

29. Did you cause an Order of Publication to be published in this case?

A. Yes.

30. Do you desire that this court declare you and your wife to be the sole owners of this property? A. Yes.  
QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties of this suit, or either of them, or that may be material to the subject of this your examination or the matters in question between the parties? If so, state the same fully and at large in your answer.

Answer NO.....

Signature Frederick C. Hamilton

Essie Hamilton, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Yeager)

1. Will you state your name and address?

A. Essie Hamilton, R.F.D. #1, Hanover, Anne Arundel County, Md.

2. You are living with your husband, Frederick C. Hamilton?.

A. Yes.

3. You have heard him testify with respect to the property, are his answers correct to the best of your knowledge?

A. Yes.

4. Do you have anything further to add?

A. No.

5. You and your husband have been in possession of the property continuously since 1920?

A. Yes.

6. You and your husband claim ownership of the property by virtue of the deed which has been marked "Examiner's Ex. 1 in this case?

A. Yes.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties of this suit, or either of them, or that may be material to the subject of this your examination or the matters in question between the parties? If so, state the same fully and at large in your answer.

Answer *Yes*.....

Signature *Esmer H. Hamilton*.....

There being no further witnesses to be examined on behalf of the Petitioners at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Petitioners' Solicitor is returned to the Court.

Witness my hand and seal this <sup>28th</sup> day of June 1956.

Emanuel Klawans (SEAL)  
Emanuel Klawans, Examiner

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E. K. ~~1000~~  
K.H.McC. \$8.00  
Pd 6/29/56  
K.H.McC.

FREDERICK C. HAMILTON and	:	IN THE
ESSIE HAMILTON	:	
and	:	CIRCUIT COURT
THE DORSEY BUILDING AND LOAN	:	
ASSOCIATION, INCORPORATED	:	OF
	:	
Vs.	:	ANNE ARUNDEL COUNTY
	:	
ALL THE UNKNOWN HEIRS OF	:	IN EQUITY
CHARLES A. DISNEY,	:	
deceased	:	No. 11,707
	:	
	:	

DECREE

This cause coming on for hearing and the matter having been fully considered, it is by the Circuit Court of Anne Arundel County, In Equity, this 9<sup>th</sup> day of July, 1956, ADJUDGED, ORDERED AND DECREED that the Plaintiffs, Frederick C. Hamilton and Essie Hamilton, his wife, and The Dorsey Building and Loan Association, Inc., Mortgagee, have the absolute fee simple ownership, and the right of disposition, of the property described in the Bill of Complaint filed herein and also described in the Deed from Wilbur R. Harman, et.al., to Frederick C. Hamilton and Essie Hamilton, his wife, dated December 13, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 404; and it is further ordered, pursuant to Article 16, Section 131A, of the Annotated Code of Maryland, 1956 Cumulative Supplement, that an injunction is hereby granted against the assertion by any of the parties defendant to this suit of their claim by any action at law or otherwise.

It is further ordered that the Plaintiffs pay the costs of these proceedings.

*Benjamin M. Michaelson*  
Judge

**FILED**  
1956 JUL -9 PM 3:13

WALTER S. CALWELL,  
Attorney Named in Mortgage

VS.

CLARENCE LEGGETT AND  
RUTH LEGGETT, his wife

: IN THE CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: (In Equity)

*No. 11,712 Equity*

Mr. Clerk:

Please docket the above entitled case and file among the  
papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Clarence Leggett and Ruth Leggett, his wife to Baltimore Federal Savings and Loan Association, dated February 2nd, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 902 folio 30.

*Walter S. Calwell*

Walter S. Calwell  
Attorney Named in Mortgage

FILED

1956 APR 11 AM 9:11

# MORTGAGE

THIS MORTGAGE, made this 2nd day of February, A. D. 19 55, by  
and between CLARENCE LEGGETT and RUTH LEGGETT, his wife

of Anne Arundel County, in the State of Maryland, hereinafter  
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America  
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,\* is justly indebted to the Mortgagee for a loan  
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of  
NINE THOUSAND ONE HUNDRED AND 00/100ths Dollars (\$ 9100.00 ),  
being part of the purchase money for the property hereinafter described, with interest from date at the rate of  
Four and one-half per centum (  $4\frac{1}{2}$  %) per annum until paid, principal and interest being  
payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in  
Baltimore Maryland, or at such other place as the holder hereof may  
designate in writing delivered or mailed to the Mortgagor, in monthly installments of  
Forty-six and 11/100ths Dollars (\$ 46.11 ), commencing on the first day of  
March, 19 55, and continuing on the first day of each month thereafter until the principal  
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be  
due and payable on the first day of February, 19 85. Privilege is reserved to prepay  
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of  
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date  
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment  
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of  
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,  
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in  
Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 58 as shown on the Plat entitled "Plat 1 Section  
A, a portion of Somerset", which Plat was dated September 7, 1954 and recorded among  
the Plat Records of Anne Arundel County in Plat Book 25, folio 31.

BEING the same lot of ground which by Assignment dated of even date herewith and re-  
corded or intended to be recorded among the Land Records of Anne Arundel County im-  
mediately prior hereto was granted and assigned by The Bedford Holding Company to the  
within named Mortgagor.

Plaintiff's Exhibit "A"

FILED  
\*Delete italicized words if Mortgagee is not a building and loan association.  
1956 APR 11 AM 9:11

## LIBER 902 PAGE 31

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Frigidaire Electric 40" Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred eight and 00/100ths (\$108.00) Dollars payable half-yearly on the 2nd days of February and August in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
  - (II) interest on the indebtedness secured hereby; and
  - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantees.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

*Maurice J. Mackey Jr.*  
*Edmund M. Ward*  
 EDMUND M. WARD

*Clarence Leggett* [SEAL]  
 Clarence Leggett  
 [SEAL]  
*Ruth Leggett* [SEAL]  
 Ruth Leggett  
 [SEAL]

STATE OF MARYLAND, City of Baltimore

to wit:

LIBER 902 PAGE 34

I HEREBY CERTIFY, That on this 2nd day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Clarence Leggett and Ruth Leggett, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

*Edmund M. Ward*  
 EDMUND M. WARD Notary Public

Recorded: Feb. 9, 1955 at 9 A.M.



tion No. \_\_\_\_\_  
 Written by \_\_\_\_\_  
 Approved by \_\_\_\_\_  
 Ready for Record \_\_\_\_\_  
 Examiner \_\_\_\_\_

STATE OF MARYLAND

Mortgage  
 and CHATTEL  
 FROM

CLARENCE LEGGETT and  
 RUTH LEGGETT, his wife

TO

BALTIMORE FEDERAL SAVINGS AND  
 LOAN ASSOCIATION

Received for Record  
 19 Feb. 9 9 o'clock A.M.  
 Same day recorded in Liber 902 Folio 30 &c.  
 No. 902  
 one of the Land Records of A.A.C.O.

and examined per

JOHN H. HORNUM, 200  
 Clerk.  
 Cost of Record, \$ 9.50  
 U. S. GOVERNMENT PRINTING OFFICE 16-40880-4

No. 11,712 Equity

## MILITARY AFFIDAVIT

## Docket

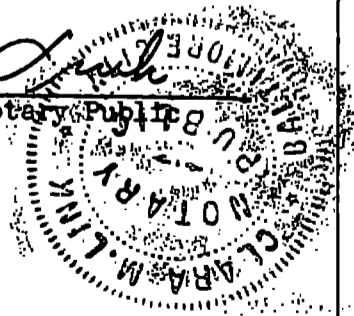
folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of May 1956 before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Clarence Leggett and Ruth Leggett, his wife against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that ~~he~~ <sup>they have</sup> ~~has~~ not been ordered to report for induction under the Selective Training and Service Act of 1940, that ~~he~~ <sup>they are not</sup> ~~has~~ <sup>have</sup> not been members of the Enlisted Reserve Corps, and ~~has~~ not been ordered to report for service therein, ~~that~~ <sup>about</sup> ~~years~~ <sup>old</sup>, and that the Affiant's sources of information was the family of the Defendant.

Water S. Calwell - Affiant

Clara M. Link - Notary Public



**FILED**

1956 MAY 10 PM 3:14

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

CLARENCE LEGGETT AND

RUTH LEGGETT, his wife

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY.

No. 11,712

## STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from said Clarence Leggett and Ruth Leggett, his wife

to Baltimore Federal Savings and Loan Association

dated the 2nd day of February, 1955, and recorded among the Land Records

of Anne Arundel County in Liber J.H.H. No. 902 Folio 30

Amount of Mortgage \$9100.00

Less - amount paid on principal 11.98

9088.02

Plus - interest to 5/10/1956 454.44

9542.46

Plus - overdraft in expense account 272.55

9815.01

CITY

STATE OF MARYLAND, ~~NOTARY~~ OF BALTIMORE, Sect.

I HEREBY CERTIFY, that on this 9th day of May in the  
year nineteen hundred and fifty-six, before me, the subscriber a Notary Public  
City

County of the State of Maryland, in and for said County

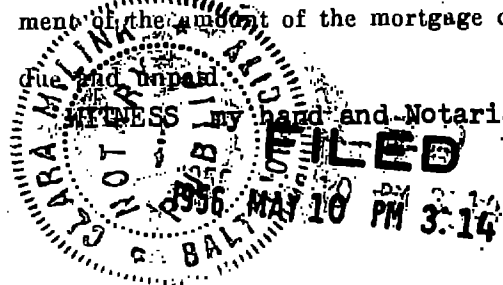
Joseph M. Hisley, the Vice President of Baltimore  
of Baltimore, personally appeared  
Federal Savings and Loan Association, holder of the Mortgage

~~Notary Public~~ in the above entitled cause, and made oath that the foregoing is a just and true state-  
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining

WITNESS my hand and Notarial seal.

*Clara M. Link*

Clara M. Link - Notary Public





227 ST. PAUL STREET  
BALTIMORE, MD.

60 JOHN STREET  
NEW YORK, N. Y.

209823

No. 11, 712 Equity

# Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland,  
as Principal  
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue  
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,  
are held and firmly bound unto the State of Maryland in the full and just sum of.....  
TEN THOUSAND AND 00/100 (\$10,000.00) Dollars,  
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we  
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,  
firmly by these presents.

Sealed with our seals, and dated this 8th .....  
day of May ..... in the year nineteen hundred and fifty-six.

Whereas, the above bounden Walter S. Calwell - Attorney Named in Mortgage

by virtue of the power contained in a Mortgage from Clarence Leggett and Ruth Leggett, his wife  
to the Baltimore Federal Savings & Loan Association  
bearing date the 2nd day of February nineteen hundred and fifty-five  
and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.  
No. 902, Folio 30, and

Lot 58 Plat of Somerset - Anne Arundel Co  
is about to sell the land and premises described in said Mortgage/default having been made in the payment of Md.  
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in him under the  
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity  
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,  
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered  
in the presence of

Walter S. Calwell (Seal)  
Walter S. Calwell (Seal)

Clara M. Smith  
Attest:

Assistant Secretary Alvin E. Leroy

NEW AMSTERDAM CASUALTY COMPANY

By George J. Burgess Vice-President

Witness as to Surety:

M.S. Kraus

FILED

MAY 10 PM 3:14

George J. Burgess  
approved this 10th day of May 1956  
George J. Cromwell, Clerk

WALTER S. CALWELL,  
Attorney Named in Mortgage

IN THE CIRCUIT COURT

FOR

VS.

CLARENCE LEGGETT AND  
RUTH LEGGETT, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

No. 11,712

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney  
Named in Mortgage, dated February 2nd, 1955 and recorded among the  
Land Records of Anne Arundel County in Liber J.H.H. No. 902 folio 30  
from said Clarence Leggett and Ruth Leggett, his wife

to the Baltimore Federal Savings and Loan Association, which  
Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the  
faithful discharge of his trust, which was duly filed and approved,  
and having given notice of the time, place, manner and terms of sale by  
"Evening Capital" and "Maryland Gazette"  
advertisement inserted in ~~the Baltimore~~ newspapers published  
Anne Arundel  
in Baltimore County, for more than three successive weeks preceding  
the day of sale, Walter S. Calwell, Attorney, under and by virtue  
of the power and authority contained in said Mortgage (after default  
having occurred thereunder) did, pursuant to said notice, on the  
9th day of May, 1956 at three P.M., (E.D.T.)  
attend on the premises and then and there sold the leasehold  
property situate, lying and being in ~~Baltimore County~~ Anne Arundel County  
being known and designated as Lot No. 58 as shown on Plat entitled "Plat 1,  
Section A, a portion of Somerset" which Plat was dated September 7th, 1954  
and recorded among the Land Records of Anne Arundel County in Plat Book  
25 folio 31, more particularly and at length described in the aforementioned  
Mortgage and advertisement of sale, a copy of which is attached hereto.

Five

BY TERMS OF SALE, a cash deposit of ~~Five~~ Hundred  
(\$500.00) Dollars was required of the purchaser at the time and  
place of sale and taxes and other expenses, including Metropolitan  
Sanitary and District liens, if any, be adjusted to day of sale.

FILED  
1956 MAY 15 AM 9:11  
1956 MAY 15 AM 9:11

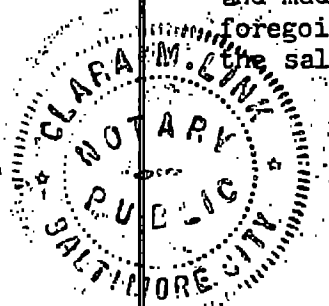
The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of One Hundred eight (\$108.00) Dollars, at and for the sum of Eighty-five Hundred fifty (\$8550.00) Dollars, said purchaser being then and there the highest bidder.

*Walter S. Calwell*  
Walter S. Calwell  
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of April, 1956 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



*Clara M. Link*  
Clara M. Link - Notary Public

CALLAHAN AND CALWELL  
Solicitors  
Baltimore Federal Building  
Baltimore, 2, Maryland

**Attorney's Sale  
OF VALUABLE  
LEASEHOLD PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from Clarence Leggett and Ruth Leggett, his wife to Baltimore Federal Savings and Loan Association dated February 2nd, 1935 and recorded among the Land Records of Anne Arundel County in Liber J.H.R. No. 602 folio 30 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Thursday, May 10, 1956  
at 3 P.M. (E.D.T.)**

all that leasehold lot of ground situate and lying in Somerset, in or near Glen Burnie, Anne Arundel County Maryland, and described as follows:—  
Being known and designated as Lot No. 58 as shown on the Plat entitled "Plat 1, Section A, a portion of Somerset" which Plat was dated September 7, 1934 and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 31.

Subject to the payment of an annual ground rent of \$108.00, and to any restrictive covenants and Utility Agreements of record affecting the property

The improvements thereon consist of a one story, one family detached poured concrete dwelling, containing 5 rooms, 1 bath, forced warm air gas fired heat.

**TERMS OF SALE:—**A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,  
Attorney Named in Mortgage.  
E. T. Newell & Co., Inc., Auctioneer.

m-3

WALTER S. CALWELL,  
Attorney Named in Mortgage

versus

CLARENCE LEGGETT and  
RUTH LEGGETT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 11,712

Equity

Ordered, this 15th day of May, 1956, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney Named in Mortgage

Reporters,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of June next.

was

The report states that the amount of sales was \$ 8,550.00

filed 1956 May 15  
9:30 A.M.

George J. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,  
Attorney Named in Mortgage

versus

CLARENCE LEGGETT and  
RUTH LEGGETT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of June, 1956, that the sale made and reported by the ~~Attorney~~ aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson  
Judge.

FILED

1956 JUN 19 PM 3:46

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**Annapolis, Md., June 15, 1956

We hereby certify, that the annexed

Order Nisi. Sale  
Eq. 11.712Clarence Leggett

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 18thday of June, 1956. The firstinsertion being made the 17th day ofMay, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,712 Equity  
WALTER S. CALWELL, Attorney  
Named in Mortgage

Vs.

CLARENCE LEGGETT and RUTH  
LEGGETT, his wifeOrdered, this 15th day of May, 1956,  
That the sale of the property in these  
proceedings mentioned made and re-  
ported by Walter S. Calwell, Attorney  
Named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to  
the contrary thereof be shown on or  
before the 18th day of June, next;  
Provided, a copy of this Order be in-  
serted in some newspaper published  
in Anne Arundel County, once in each  
of three successive weeks before the  
18th day of June, next.The report states that the amount  
of sales was \$8,550.00.GEORGE T. CHOMWELL, Clerk  
True Copy, Test:

ju-7

**FILED**

No. M. 956 JUN 16 AM 9:46

12

97 PAGE 373

***In the Case of***

Walter S. Calwell,

Attorney named in Mortgage.

**VS.**

Clarence...Leggett.

and.

Ruth..Leggett,...his...wife..

## In the

# Circuit Court

**For**

# Anne Arundel County

No. 11,712

## Equity

**To the Honorable, the Judges of said Court:**

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

July 3, 1956

**All of which is respectfully submitted.**

*Laura R. Gaskling*  
Auditor.

**/Auditor.**

**FILED**

1956 JUL 10 PM 12:45

Dr.

Walter S. Calwell, Attorney named in Mortgage, vs. Clarence  
Leggett and Ruth Leggett, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	288	11	338	11
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	40	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Clara M. Link - notary fees	1	25	127	67
To Attorney for Ground Rent, viz:				
semi-annual ground rent (\$54.00) due 8/2/56 - 3 months 8 days	29	40	29	40
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,134	13	8,134	13
			8,680	81
Amount of mortgage claim filed	9,815	01		
Cr. Amount allowed above	8,134	13		
Balance subject to decree in personam	1,680	88		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1956

May

9

Proceeds of Sale

8,550 00

Interest on deferred payment to  
6/20/56

53 66

8,603 66

Refund 1956 State and County taxes  
(\$120.59) adjusted to 5/9/56

77 15

77 15

8,680 81

13'

ORDER NISI

118FR

97 PAGE 376

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,  
Attorney named in Mortgage  
VERSUS  
Clarence Leggett  
and  
Ruth Leggett, his wife

No. 11,712

Equity.

ORDERED, This 10 day of July, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20  
day of August next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
20 day of August next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of August, 1956, that the  
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
to the contrary having been shown, and that the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

George T. Cromwell, Clerk  
Filed 10 July, 1956, at 12:45 P. M.  
Benjamin Nicholson  
Judge

*Maryland Gazette*

**Published by**

**THE CAPITAL-GAZETTE PRESS, INC.**

**HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING**

## Order Nisi

IN THE CIRCUIT COURT,  
FOR ANNE ARUNDEL COUNTY

**No. 11,712 Equity**

**WALTER S. CALWELL, Attorney**  
**named in Mortgage**

**Ys.**

CLARENCE LEGGETT and RUTH  
LEGGETT, his wife.

Ordered, this 10th day of July, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above en-  
titled cause BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
be shown on or before the 20th day of  
August next; Provided, a copy of this  
Order be inserted in some newspaper  
published in Anne Arundel County,  
once in each of three successive weeks  
before the 20th day of August next.  
GEORGE T. CROMWELL, Clerk.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

**A-2**

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1956

**We hereby certify, that the annexed**

Order Nini. E.g. 14712.  
Creditor account

Clarence Leggett

**was published in**

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 3\_\_\_\_\_

successive weeks before the 24th  
day of August, 1956. The first  
insertion being made the 1st day of  
April, 1956.

**THE CAPITAL-GAZETTE PRESS, INC.**

By

D. T. Gorman

**FILED**

No. M. 65-237  
1958 AUG 17 PM 2:20

17

EX PARTE : IN THE CIRCUIT COURT NO. 2  
 BESSIE D. CROUSE, : OF  
 INCOMPETENT : BALTIMORE CITY

DECREE

The above cause standing ready for hearing, and being submitted, testimony having been taken, the Petition filed herein on January 27, 1956, testimony and all the other proceedings were by the Court read and considered,

It is thereupon, this 19th day of March, 1956, by the Circuit Court No. 2 of Baltimore City, ADJUDGED, ORDERED AND DECREED, that the fee simple property known as 208 King George Street in Annapolis, Anne Arundel County, State of Maryland, and described in these proceedings, be sold and that Joseph A. King, Committee of the person and estate of Bessie D. Crouse, heretofore appointed for the said Incompetent, be and he is hereby directed to make said sale, and that the course and manner of his proceedings shall be as follows: Said Committee shall make said sale of said property, at either public or private sale, and if at private sale, said property shall not be sold for less than \$4,000.00, which is hereby determined to be the appraised value of said property, and, if at public sale, said Committee shall, before making such sale, give at least three weeks' notice by advertisement inserted in such daily newspaper published in Anne Arundel County as he may deem proper, of the time, place, manner and terms of sale, which terms shall be cash, whether said sale be by private sale or public sale; and after any sale made by such Committee, whether private or public, the said Committee shall return to this Court a full and particular account of his proceedings, with the usual affidavit annexed thereto of the truth thereof, and of the fairness of the sale, and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, and not before, the said Committee shall, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchaser or purchasers thereof, his, her or their heirs and assigns, the property and estate to him, her or them, sold free and

**FILED**

1956 JUL 18 PM 2:23

clear of all claims, encumbrances or demands of any kind whatsoever, and shall bring into this Court the monies arising from said sale, to be held, distributed and managed under the continuing jurisdiction of this Court for the use and benefit of said Incompetent, after deducting the costs of this suit, advertising costs, costs of sale and such commissions to said Committee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

  
Judge

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT NO. 2  
BESSIE D. CROUSE, INCOMPETENT : of  
: BALTIMORE CITY

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT<sup>#2</sup> OF BALTIMORE CITY:

The Report of Sale of Joseph A. King, Committee, appointed by the decree in the above entitled cause was authorized to make sale of fee simple property 208 King George Street, City of Annapolis, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, the said Committee, did in pursuance of said decree of this Honorable Court dated March 19, 1956, sell at private sale on Friday, the 20th day of April, 1956, to Phillip H. Ross and Helen Ross, his wife, by William W. Townshend, Jr., their attorney, the fee simple property of Bessie D. Crouse, Incompetent, known as 208 King George Street, in the City of Annapolis, Anne Arundel County, Maryland, at and for the sum of \$4,700.00, being \$700.00 more than the appraised value thereof, subject to final approval of this Honorable Court as per contract of sale dated April 20, 1956, and attached hereto.

/s/ Joseph A. King  
Committee

11111 97 PAGE 381

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 26th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph A. King, Committee of the Estate of Bessie D. Crouse, Incompetent, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale hereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

/s/ Frances W. Townes (SEAL)

Notary Public

(My commission expires 5-6-57)

4

Order Nisi and Final Order

EX PARTE IN THE MATTER OF  
 BESSIE D. CROUSE, INCOMPETENT

~~xxx~~

IN THE  
 Circuit Court No. 2

—OF—

BALTIMORE CITY

March TERM, 19 56

ORDERED, That the private sale of the property mentioned in these proceedings,  
 made to Phillip H. Ross and Helen Ross, his wife  
 and reported by Joseph A. King, Committee  
~~Trustee~~ be ratified and confirmed, unless cause to the contrary thereof be shown on or before the  
 28th day of May, 19 56 ; provided a copy of this order be inserted in  
 some daily newspaper, printed in Baltimore City, once in each of three successive weeks before  
 the 21st day of May, 19 56 .

The report states the amount of private sale to be \$ \$4,700.00.

*Benjamin C. [Signature]*  
 Judge ~~xxxx~~

IN THE  
 Circuit Court No. 2

—OF—

BALTIMORE CITY

May TERM, 19 56

vs.

ORDERED by the Circuit Court No. 2 of Baltimore City, this 29th day of May, 1956, That the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

*Bessie D. Crouse*

**State of Maryland,  
City of Baltimore, ss:**

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Decree, signed on the 19th day of March, 1956; Report of Sale, filed on the 26th day of April, 1956; Order Nisi, signed on April 26th, 1956; Certificate of Publication, filed on May 29th, 1956; and Final Order, signed on May 29th, 1956, now on file in this office in the cause therein entitled EX PARTE: BESSIE D. CROUSE, Incompetent - 56A 238/1947-Case No. 28777-A

In Testimony Whereof, I hereto set my hand and affix the

seal of the said CIRCUIT COURT NO. 2, this 2nd

day of July A. D. 1956

*John S. Clarke*  
John S. Clarke Clerk.



1956 JUL 18 PM 2:24

IN THE CIRCUIT COURT NO. 2  
OF BALTIMORE CITY -  
March Term, 1956- (56A-  
238)- Ex parte in the  
matter of Bessie D. Crouse,  
incompetent.

Ordered, that the pri-  
vate sale of the property  
mentioned in these pro-  
ceedings, made to PHILIP  
H. ROSS and HELEN ROSS,  
his wife, and reported by  
JOSEPH A. KING, committee, ~~xx~~  
be ratified and confirmed,  
unless cause to the con-  
trary thereof be shown  
on or before the 28th  
day of May, 1956; pro-  
vided a copy of this  
order be inserted in some  
daily newspaper, printed  
in Baltimore City, once  
in each of three success-  
ive weeks before the 21st  
day of May, 1956.

The report states the  
amount of private sale to  
be \$4,700.

REUBEN OPPENHEIMER.

True Copy- Test:

JOHN S. CLARKE,

ap27, my4, 11

Clerk

Baltimore, Md., May 11th, 1956

We hereby certify that the annexed advertisement  
of Order..... Nisi..... Circuit Court..... No. 2.....

of Baltimore City,

Case Of

Ex parte matter of Bessie D. Crouse.....

was published in THE DAILY RECORD, a daily  
newspaper published in the City of Baltimore, once in  
each of..... three..... successive weeks before the  
..... 21st..... day of ..... May....., 1956.....  
First insertion..... April 27th,....., 1956.....

THE DAILY RECORD

Per..... A. W. Ritzel.....

FILED

1956 JUL 18 PM 2:24

EX PARTE IN THE MATTER : IN THE  
OF : CIRCUIT COURT NO. 2  
BESSIE D. CROUSE, : OF  
Incompetent : BALTIMORE CITY

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Joseph A. King, Committee for Bessie D. Crouse, respectfully represents:

1. That your Petitioner was appointed Committee of the estate of Bessie D. Crouse by decree of this Honorable Court dated June 21, 1947.

2. That the said Bessie D. Crouse is about 76 years of age and has been confined to Spring Grove State Hospital since September 25, 1946, and has since continuously received care there on account of her mental disability.

3. That your Petitioner is advised and therefore avers that the said Bessie D. Crouse is suffering from a mental condition, as is more fully shown by reference to the certificates of two neuropsychiatrists, who have been practicing for more than five years, one of whom has attended the said Bessie D. Crouse within ten (10) days before the filing of this Petition, which said certificates are attached hereto and prayed to be taken as part hereof. Both said physicians certify to the incompetency of the said Bessie D. Crouse to attend to her affairs, and it is, therefore, necessary that a Committee be appointed to care for and manage the affairs and property of the said Bessie D. Crouse, and that as certified to in the certificates of the two aforementioned neuropsychiatrists, it would be injurious to the said Bessie D. Crouse to have her appear personally in this Court to attend any hearing upon this Petition.

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4. That by virtue of a deed dated June 2, 1924 and recorded among the Land Records of Anne Arundel County, in Liber WNW No. 67, Folio 474, from Joseph B. Parodia to Bessie D. Crouse, the said Bessie D. Crouse is seized and possessed of the fee simple property known as 208 King George Street, Annapolis, Anne Arundel County, Maryland.

5. That said property above referred to was previously rented, but is now unoccupied; that it has no central heating system and is in need of extensive repairs and improvements to render it habitable; and that your Petitioner does not have sufficient funds in the committee estate to make the necessary repairs and improvements, the cash balance in said committee estate is Four Hundred Sixty-seven Dollars and Ninety-seven Cents (\$467.97), as represented by Bank Book No. 60972 of the Savings Bank of Baltimore.

6. That there is due and owing certain charges for hospitalization at Spring Grove State Hospital for said Incompetent.

7. That your Petitioner is advised and therefore avers that it would be to the benefit of the said Bessie D. Crouse, Incompetent, that the said property above referred to be disposed of at this time.

WHEREFORE your Petitioner prays:

1. That an Order de Lunatico Inquirendo be issued so that the lunacy of said Bessie D. Crouse may be inquired into.

2. That an Order be signed excusing the said Bessie D. Crouse from appearing before a Jury which shall make such inquisition in this matter.

3. And for such other and further relief as the case may require.

And as in duty bound, etc.

/s/ Joseph A. King  
Joseph A. King  
Petitioner

/s/ Thomas N. Biddison  
Thomas N. Biddison- City Solicitor

/s/ Shirley B. Jones  
Shirley B. Jones, Assistant City Solicitor

Solicitors for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 28th day of November 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph A. King, Committee for Bessie D. Crouse, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

/s/ Frances W. Townes

Notary Public

My commission expires: May 6, 1957.

EX PARTE: : IN THE  
IN THE MATTER OF : CIRCUIT COURT NO. 2  
BESSIE D. CROUSE, Incompetent : OF BALTIMORE CITY

ORDER DE LUNATICO INQUIRENDO

A Petition having been filed alleging that Bessie D. Crouse is a person of unsound mind, incapable of managing her person and estate, but it appearing to the Chancellor that the sanity of such person hath not yet been determined by the inquisition of a Jury, it is therefore, this 28 day of November, 1955, by the Circuit Court No. 2 of Baltimore City, O R D E R E D-

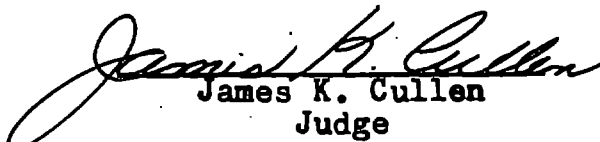
First:- That a subpoena shall issue against the alleged lunatic returnable at the next return day.

Second:- That a copy of the Petition be served with the subpoena.

Third:- That leave be granted the alleged lunatic to answer the Petition, and that personal appearance of the said Bessie D. Crouse before this Court at any hearing be dispensed with because of her condition of health.

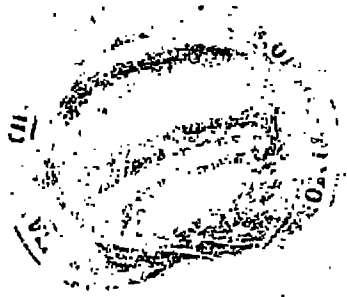
Fourth:- That a jury shall thereafter be chosen from a panel of twenty jurors brought into Circuit Court No. 2 of Baltimore City, which jury shall under their oaths inquire whether the alleged lunatic shall have notice and shall be produced in person before the jury unless the Court, for good cause, shall otherwise order, and at which time the alleged lunatic shall have leave to urge any defense he may have to the allegations of the Petition, which jury shall thereafter return its inquisition to the Court, duly signed and sealed.

Fifth:- That the Court shall thereafter pass such orders or decrees as may be appropriate in the premises.

  
James K. Cullen  
Judge

**State of Maryland,  
City of Baltimore, ss:**

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition and Order, signed on the 28th day of November, 1955,  
now on file in this office in the cause therein entitled EX PARTE: BESSIE D. CROUSE, Incompetent  
56A 770/1955 Case No. 28777- A



*In Testimony Whereof*, I hereto set my hand and affix the

seal of the said CIRCUIT COURT NO. 2, this 12th

day of July A. D. 1956

John S. Clarke  
John S. Clarke, Clerk.

**FILED**  
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Ex parte:

REFER

97 PAGE 390

IN THE

In the matter of

CIRCUIT COURT No. 2

BESSIE D. CROUSE

Incompetent

—OF—

A Lunatic.

BALTIMORE CITY

DECREE CONFIRMING INQUISITION

The return of the Inquisition taken in the above cause having been submitted for confirmation, and said return and the other proceedings having been read and considered.

It is thereupon, this 12th day of January, 1956, by the Circuit Court No. 2 of Baltimore City ADJUDGED, ORDERED and DECREED, that Inquisition be and it is hereby confirmed.

And it is further, ADJUDGED, ORDERED and DECREED, that

Joseph A. King

be and he is hereby appointed Committee of the person and estate of the said

Bessie D. Crouse

with full power and authority to take charge of and manage the property and to assume the control of the person of the said Bessie D. Crouse

under the direction of this Court; but before the said

Joseph A. King

shall proceed to act as such Committee he shall give bond to the State of Maryland ~~in the~~ **which, including the present bond of \$1000.00, will be in the** penalty of Five Thousand Dollars with a corporate surety or sureties or in the

penalty of Five Thousand - - - Dollars with individual surety  
or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his  
duties as such Committee.

*John P. Tucker*

**State of Maryland,  
City of Baltimore, ss:**

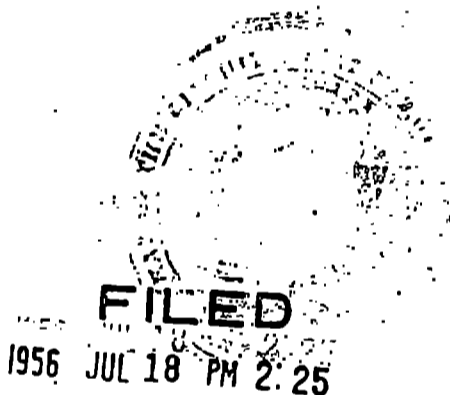
I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify  
that the above is a true copy of the original Decree Confirming Inquisition,  
signed on January 12th, 1956, and I further certify that said Committee  
has filed his additional approved bond,  
now on file in this office in the cause therein entitled EX PARTE: BESSIE D. CROUSE, Incompetent  
56A 770/1956 Case No. 28777-A

*In Testimony Whereof, I hereto set my hand and affix the*

seal of the said CIRCUIT COURT NO. 2, this 12th

day of July A. D. 19 56

*John S. Clarke*  
John S. Clarke, Clerk.



Ex parte:

IN THE

In the matter of

BESSIE D. CROUSE

CIRCUIT COURT No. 2

Incompetent

—OF—

A Lunatic.

BALTIMORE CITY

DECREE CONFIRMING INQUISITION

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And it is further, ADJUDGED, ORDERED and DECREED, that Joseph A. King

be and he is hereby appointed Committee of the person and estate of the said Bessie D. Crouse

with full power and authority to take charge of and manage the property and to assume the control of the person of the said Bessie D. Crouse

under the direction of this Court; but before the said Joseph A. King

shall proceed to act as such Committee he shall give bond to the State of Maryland ~~which~~ which, including the present bond of \$1000.00, will be in the penalty of Five Thousand Dollars with a corporate surety or sureties or in the penalty of Five Thousand Dollars with individual surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such Committee.

John P. Tucker

**State of Maryland,  
City of Baltimore, ss:**

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Decree Confirming Inquisition, signed on January 12th, 1956, and I further certify that said Committee has filed his additional approved bond, now on file in this office in the cause therein entitled EX PARTE: BESSIE D. CROUSE, Incompetent 56A 770/1956 Case No. 28777-A



In Testimony Whereof, I hereto set my hand and affix the

seal of the said CIRCUIT COURT NO. 2, this 12th

day of July A. D. 19 56

John S. Clarke,

Clerk.

MAURICE OGLE  
202 Norwood Road  
Wardour  
Annapolis, Maryland,  
Plaintiff,

NO. 11,649 EQUITY

vs.

ROBERT WERNTZ OGLE and  
LAURA K. OGLE, his wife,  
ROBERT WERNTZ OGLE, JR.,  
An Infant,  
SAMUEL MAURICE OGLE,  
An Infant,  
AMY LOUISE OGLE,  
An Infant,  
ELLEN JANE OGLE,  
An Infant,  
BENJAMIN RICHARD OGLE,  
An Infant,  
all residing at  
905 Bay Ridge Ave.  
Annapolis, Maryland,  
and  
MAURICE CHAPMAN OGLE,  
215 Main Street  
Annapolis, Maryland,  
Defendants,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, complaining, says:

1. That Amy Werntz Ogle departed this life testate on March 1, 1940, owning property in the City of Annapolis, Maryland, with improvements thereon known as 248 King George Street.

2. That by the provisions of Item 9 of the last will and testament of Amy Werntz Ogle duly admitted to probate in the Orphans' Court for Anne Arundel County, the aforesaid real estate was devised to your orator for the term of his natural life and by further provisions of the aforesaid Item 9 of the aforesaid last will and testament the remainder in said real estate was

Filed FEB 9 1956

devised to the Defendant, Robert Werntz Ogle, provided he survives your orator, and if the Defendant, Robert Werntz Ogle, should predecease your orator the remainder is devised to the child or children of the said Robert Werntz Ogle then living, share and share alike, and if no children of Robert Werntz Ogle be then living the remainder is devised to your orator and the Defendant, Maurice Chapman Ogle. A certified copy of the last will and testament of the said Amy Werntz Ogle is filed herewith, marked "Plaintiff's Exhibit A" and is prayed to be taken as a part hereof.

3. That Robert Werntz Ogle is married to Laura K. Ogle and of this marriage there has been born the following children: Robert Werntz Ogle, Jr., age 20, Samuel Maurice Ogle, age 15, Amy Louise Ogle, age 12, Ellen Jane Ogle, age 7, and Benjamin Richard Ogle, age 5, all of whom are living and are parties Defendants to this suit.

4. That the aforesaid real estate known as 248 King George Street, Annapolis, Maryland, is improved by a two story brick dwelling with a cellar and an attic and contains an apartment on the first floor and an apartment on the second floor consisting of six rooms and a bath each.

5. That your orator and the Defendants, Robert Werntz Ogle and Maurice Chapman Ogle, have entered into a contract for the sale of the aforesaid property with John G. M. Stone and Sophia Bernardine Stone, his wife, for the sum of Fifty Thousand Dollars (\$50,000.00) of which Sixteen Thousand Dollars (\$16,000.00) is to be paid in cash and the balance is to be secured by a mortgage in the amount of Thirty Four Thousand Dollars (\$34,000.00) to bear interest at the rate of five per centum (5%) per annum and to be paid in six annual installments of Five Thousand Dollars (\$5,000.00) each and a seventh installment

of Four Thousand Dollars (\$4,000.00), all of which will more fully appear by reference to the contract of sale, a copy of which is filed herewith, marked "Plaintiff's Exhibit B", and is prayed to be taken as a part hereof.

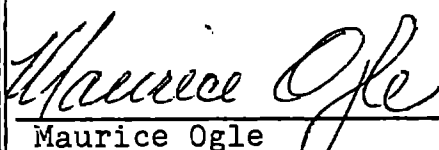
6. That your orator believes, and therefore avers, that the price to be obtained for the aforesaid real estate by the aforementioned contract is the best obtainable and that because of the inflated economic conditions which prevail at this time it is advantageous to all the parties in interest that the property be sold by decree of this Honorable Court and the proceeds of sale be invested under the direction of this Honorable Court pursuant to the provisions of Section 264, Article 16, Annotated Code of Maryland (1951 Edition).

TO THE END THEREFORE:

(a) That a decree may be passed by this Honorable Court directing the sale of the property mentioned in these proceedings and appointing a Trustee or Trustees to convey the interests of the parties in interest.

(b) That your orator may have such other and further relief as his case may require.

And as in duty bound, etc.



Maurice Ogle  
202 Norwood Road  
Wardour  
Annapolis, Maryland,

Plaintiff



C. Osborne Duvall  
Maryland Hotel Bldg.  
Annapolis, Maryland

Solicitor for Plaintiff

STATE OF MARYLAND, ARNE ARJADEL COUNTY, TO WIT:

I hereby certify that on this 6th day of February, 1956, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Maurice Ogle and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true and correct to the best of his information, knowledge and belief.

Witness my hand and Notarial Seal.

  
Arne Arjadel

Notary Public

## Plaintiff's Exhibit "A"

*Examiner's Exhibit No. 2 (Exhibit 11,649 Equity)  
Ogle v. Ogle, 11,649 Equity  
John S. Brown, Jr., Examiner  
Refiled: 12 Apr. 1956.*

I, Amy Werntz Ogle, of Anne Arundel County, State of Maryland, being of sound and disposing mind and memory, and capable of executing a valid deed or contract, do make, publish and declare this to be my Last Will and Testament, intending to hereby dispose of my entire estate, real, personal and mixed, wheresoever situate, including any property which I may hereafter acquire, including any right, title and interest I may now or hereafter have in the estate of my uncle, ROBERT WERNTZ, late of the City of Annapolis, State of Maryland, and intending hereby to exercise all powers of disposition which I have under any will or deed or in any other matter whatsoever, hereby revoking all other wills or codicils heretofore by me made.

ITEM 1. I direct my Executor hereinafter named to pay all of my just debts and other lawful charges against estate, as soon as the payment of the same may be found convenient and to pay my burial and funeral expenses, without regard to any statutory limitations relative thereto, out of my estate, without any right or claim for reimbursement therefor against my husband, MAURICE OGLE, or any liability on his part for the payment thereof.

ITEM 2. I direct that all death taxes payable to the State of Maryland, or to any other State, and to the United States of America, including inheritance, estate, and all other taxes, duties and excises levied and assessed on my estate at or by reason of my death and on any and all specific devises and specific legacies herein made whether as life estates or estates in remainder be paid out of my estate by my Executor hereinafter named and not charged against any devisee or legatee receiving the same.

ITEM 3. I give and bequeath my automobile to my son, ROBERT WERNTZ OGLE, absolutely, provided he shall survive me. Should ~~my said son predecease me~~, then this bequest shall lapse and revert to the residue of my estate.

ITEM 4. I give and bequeath my motor boat to my son, MAURICE CHAPMAN OGLE, absolutely, provided he shall survive me. Should my said son predecease me, then this bequest shall lapse and revert to

*3 Refiled: 12 Apr. 1956.*

Filed FEB- 9 1956

the residue of my estate.

ITEM 5. I give and bequeath my Ford Station Wagon to my husband, MAURICE OGLE, absolutely, provided he shall survive me. Should my said husband predecease me, then this bequest shall lapse and revert to the residue of my estate.

ITEM 6. I give and bequeath to my faithful secretary, KATHARINE C. DUVALL, the sum of Five Hundred Dollars (\$500.00) should she survive me.

ITEM 7. I give and bequeath unto my husband, MAURICE OGLE, for and during the term of his natural life, and from and after his death, unto my sons, ROBERT WERNTZ OGLE, and MAURICE CHAPMAN OGLE, as joint tenants and not as tenants in common and the survivor of them, all of my right, title and interest in and to my school and business, known as the "UNITED STATES NAVAL ACADEMY PREPARATORY SCHOOL", now located at 227 Prince George Street, in the City of Annapolis, State of Maryland, including good will, accounts receivable, and any/all other personal property used in the said school and belonging to me at the time of my death, subject however, to any debts owing by me which may arise out of my operation of the said school and business, or, by reason of my having received tuition in advance or board in advance from pupils, which obligations it has been my custom to take care of in the past out of the separate bank account maintained by me and known as the "School account"; and, I direct the funds which may be contained in the said bank account at the time of my death shall not be considered as a part of the general assets of my estate, but shall pass as provided in this ITEM, along with said school and business, to be used for the payment of the said obligations and the continued operation of the said business.

ITEM 8. I give, devise and bequeath unto my husband MAURICE OGLE, for the term of his natural life, the farm situate on the Magothy River, which I acquired under the will of Robert L. Werntz, known as the Gardner Farm, now called Peninsula Farm, together with everything on said farm, situate in Anne Arundel County, including my horses and all crops and equipment of every kind used in connection with said farm,

as well as all household furniture and personal property of every nature, located on said farm, whether located in my country home or in any of the cottages thereon, also all leasehold interests of every description, and from and immediately after his decease to my son MAURICE CHAPMAN OGLE, the aforementioned farm, with all stock, implements, household furniture, leasehold interests of every description, and all things to be found thereon, absolutely, except my ANTIQUE FURNITURE, located in the country home, which I now occupy, which after my husband's death, I desire the said Antique Furniture to be divided equally between my two sons, ROBERT WERNTZ OGLE and MAURICE CHAPMAN OGLE, and in the manner herein set out. ROBERT, the older son to have first choice of any piece of such furniture, my younger son, Maurice to have second choice, and so on alternately choosing pieces by piece until all of said ANTIQUE FURNITURE is exhausted. It is my will that should my husband, MAURICE OGLE, survive my son, MAURICE CHAPMAN OGLE, I give devise and bequeath to my husband, absolutely, all of my estate, whether real, personal or mixed, which would pass to my son Maurice Chapman Ogle, under the aforesaid ITEM 8 of my Will.

ITEM 9. I give, devise and bequeath my former home and grounds, ~~248~~ King George Street, Annapolis, Maryland, and my house and ground on Bay Ridge Avenue, Eastport, Maryland, to my husband MAURICE OGLE, during the term of his natural life, and from and immediately after his decease, to my son ROBERT WERNTZ OGLE, absolutely, provided he survives my husband. If my son, ROBERT WERNTZ OGLE, died before my husband, then this property shall go to his child or children then living, share and share alike, absolutely. And if there be no children then living, then this property to go to my husband, MAURICE OGLE and my son MAURICE CHAPMAN OGLE, share and share alike, or to the survivor of them.

ITEM 10. All of the rest, residue and remainder of my estate, whether real, personal or mixed, including my stocks, bonds, mortgages, bank accounts and other evidences of indebtedness, I hereby give, devise and bequeath as follows:

- (a) One-third to my husband, MAURICE OGLE, absolutely.
- (b) One-third to my son, ROBERT WERNTZ OGLE, absolutely, provided he survives me. If my son, ROBERT WERNTZ OGLE predeceases me then his share is to go to his child or children absolutely, share and share alike. If he has no child or children living at the time of my death, then this one-third share to go to my husband, MAURICE OGLE and my son MAURICE CHAPMAN OGLE, equally, share and share alike, or to the survivor of them.
- (c) One-third to my husband, MAURICE OGLE, to be held by him as Trustee, to pay the income therefrom to my son MAURICE CHAPMAN OGLE, until he attains the age of twenty-five, at which time I direct my Trustee to give to my son MAURICE CHAPMAN OGLE, his one-third equal share absolutely. Should MAURICE CHAPMAN OGLE, die before he reaches the age of twenty-five years, and leave surviving him a child or children, I direct that my said son's share shall be paid to the said child or children, or to the survivor of them, equally, share and share alike. If he has no child or children living at the time of his death, then this one-third share to go to my husband, MAURICE OGLE and my son ROBERT WERNTZ OGLE, equally, share and share alike, or to the survivor of them.

ITEM 11. I hereby constitute and appoint my said husband, MAURICE OGLE, to be the executor of this my last Will and Testament, without bond, hereby revoking any and all wills by me heretofore made, hereby declaring this and none other to be my last Will and Testament.

In Witness Whereof, I have hereunto set my hand and affixed my seal this 27th day of February, 1940.

Amy Werntz Ogle (SEAL)

Signed, sealed, published and declared by AMY WERNTZ OGLE, the above named testatrix, as and for her last Will and Testament, in the presence of us, who at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Lillie I. Sanderson  
Mrs. M. Lederhos  
Gustav F. Sanderson

8-

# Anne Arundel County, Ss:

On the 5th day of March, 1940  
came Maurice Ogle

and made Oath in due form of law, that he do ~~es~~ not know of any Will or  
Codicil of Amy Werntz Ogle

late of said County, deceased, other than the above instrument of writing, and ~~that~~ he had  
~~received~~ the same in his possession since date of execution.

Will read to all parties interested

Amy Weratz Ogle departed this life

on ~~March~~ the 1st day of March, 1940

Sworn to & subscribed in open Court Maurice Ogle

It has come to the knowledge of R. Glenn Prout

he Executor that there was a TEST: R. Glenn Prout

former will which was burned in the presence Register of Wills for Anne Arundel County.

of the Witnesses to this Will

## Anne Arundel County, Ss:

On the 5th day of March, 1940

came Lillie L. Sanderson, Mrs. M. Lederhos and Gustav F. Sanderson the three

subscribing witnesses to the foregoing last Will and Testament of

Amy Werntz Ogle late of said County, deceased, and made oath in

due form of law, that they did see the Testa trix, Amy Werntz Ogle

sign and seal this Will; that they heard h er publish, pronounce and

declare the same to be h er last Will and Testament, that at the time of

her so doing s h e was, to the best of their apprehension, of sound

and disposing mind, memory and understanding; and that t h ey ~~received~~

subscribed their names as witnesses to this Will in h er presence, at

her request and in the presence of each other.

Sworn to in open Court.

TEST: R. Glenn Prout

Register of Wills for Anne Arundel County.

## In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Amy Werntz Ogle, late of said County, deceased, ~~together with the copy of the same as heretofore admitted~~ and also the evidence adduced as to its validity, orders and decrees this 5th day of March, 1940, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and decrees~~ of the said Amy Werntz Ogle, deceased.

JUDGES

Owain E. OwensWilliam B. Elliott

MEYER &amp; THALHEIMER BALTIMORE, MD.

## STATE OF MARYLAND

*Anne Arundel County*

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament

of

Amy Werntz Ogle

late of said County  
deceased together with proof and probate thereof

taken from the original -which is filed, recorded andKept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the seal of said Court  
this 9th day of  
March in the year of our  
Lord, nineteen hundred and ~~thirty~~ forty.

R. Glenn Prout  
Register of Wills for Anne Arundel County.

By Clarence C. Burwell  
Clk.



THIS AGREEMENT, made this 1st. day of February 1956, by and between Maurice Ogle and Robert Werntz Ogle/of Annapolis, Maryland, parties of the first part, hereinafter called SELLERS, and John G. M. Stone and Sophia Bernadine Stone, his wife, of York Harbor, Maine, parties of the second part, hereinafter called BUYERS

WITNESSETH: that the said Sellers hereby bargain and sell unto the said Buyer and the Buyers do hereby purchase from the Sellers -- subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: The house and grounds known as 248 King George Street, in the City of Annapolis. Sale subject to the approval of the Circuit Court for Anne Arundel County.

At and for the price of.....FIFTY THOUSAND.....Dollars, of which.....ONE THOUSAND.....Dollars, have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Fifteen Thousand Dollars upon delivery of deed, and the balance to be secured by mortgage for \$34,000, to bear interest at 5% and to be paid in installments of Five Thousand Dollars each year for six years and Four Thousand Dollars the seventh year.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Sellers at the Buyers' expense, which shall convey the property by a good and merchantable title to the Buyers, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyers and Sellers.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyers, the above deposit shall be forfeited.

Examiner's Exhibit No. 3  
Ogle v. Ogle (No 11,649, Equity)  
John S. Brown Jr. Examiner  
Refiled: 12 Apr. 1956.

Plaintiff's Exhibit "B"  
Filed FEB 9 1956

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

*W. S. Saunders*  
*W. S. Saunders*  
*M. H. Saunders*  
*M. H. Saunders*  
*W. S. Saunders*

*Maurice C. Ogle* (SEAL)  
*Robert W. Ogle* (SEAL)  
*John H. Ogle* (SEAL)  
*J. Bernardus Stenz* (SEAL)  
*Maurice C. Ogle* (SEAL)

MAURICE OGLE, \* NO. 11,649 EQUITY  
 Plaintiff, \* IN THE  
 vs. \* CIRCUIT COURT  
 ROBERT WERNTZ OGLE, et. al.\* FOR  
 Defendants, \* ANNE ARUNDEL COUNTY

\* \* \* \* \*

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

\* \* \* \* \*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiff, Maurice Ogle, by C. Osborne Luvall, his solicitor, respectfully represents unto Your Honors:

1. That the infant Defendants, Robert Werntz Ogle, Jr., Samuel Maurice Ogle, Amy Louise Ogle, Ellen Jane Ogle, and Benjamin Richard Ogle, have been duly summoned to appear in this case.

2. That the said Defendants are minors and can neither affirm nor deny the allegations of the Bill of Complaint; nor can they file an Answer thereto except by a Guardian Ad Litem.

WHEREFORE, your petitioner prays that a Guardian Ad Litem be appointed to appear for the said infant Defendants and that a member of the Anne Arundel County Bar be designated to serve as counsel to the Guardian Ad Litem.

And as in duty bound, etc.,

  
 Solicitor for Petitioner

Filed MAR 8 1956

MAURICE OGLE,                    \*                    NO.     11,649     EQUITY  
                 Plaintiff,       \*                    IN THE  
  
vs.                                  \*                    CIRCUIT COURT  
  
ROBERT FRANTZ OGLE, et. al. \*                    FOR  
                 Defendants,      \*                    ALNE ABUNDEL COUNTY

\* \* \* \* \*

## ORDER OF COURT

\* \* \* \* \*

UPON the foregoing Petition, it is this 8<sup>th</sup> day of March, 1956, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that Irene Norton be, and she is hereby, appointed Guardian Ad Litem for Robert Werntz Ogle, Jr., Samuel Maurice Ogle, Amy Louise Ogle, Ellen Jane Ogle and Benjamin Richard Ogle, infant Defendants in the above entitled cause and it is further ORDERED that Robert W. Ogle be, and he is hereby, appointed counsel for the Guardian Ad Litem in the above entitled cause.

Benjamin Nicholas  
June

Filed MAR 8 1956

MAURICE OGLE, : NO. 11,649 EQUITY  
 Plaintiff, : IN THE  
 vs. : CIRCUIT COURT  
 ROBERT WERNTZ OGLE, et al : FOR  
 Defendants, : ANNE ARUNDEL COUNTY

: : :

ANSWER OF GUARDIAN AD LITEM

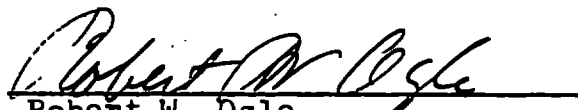
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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Robert Werntz Ogle, Jr., Samuel Maurice Ogle, Amy Louise Ogle, Ellen Jane Ogle and Benjamin Richard Ogle, Infants, by Irene Norton, their Guardian Ad Litem, respectfully shows:

That they are minors and are therefore unable to admit nor deny the allegations of the Bill of Complaint in this Court exhibited against them, and they submit their rights to the protection of the Court.

And as in duty bound, etc.



Robert W. Ogle  
 905 Bay Ridge Avenue  
 Annapolis, Maryland



Irene Norton  
 Guardian Ad Litem

Solicitor for Guardian Ad Litem

I hereby certify that I have mailed a copy of the foregoing Answer of Guardian Ad Litem to C. Osborne Duvall, Esq., Maryland Hotel Building, Annapolis, Maryland, Solicitor for Plaintiff, this 10th day of March, 1956.



Solicitor for Guardian Ad Litem

Filed MAR 10 1956

MAURICE OGLE, : NO. 11,649 EQUITY  
 Plaintiff, : IN THE  
 vs. : CIRCUIT COURT  
 ROBERT WERNTZ OGLE, et al : FOR  
 Defendants, : ANNE ARUNDEL COUNTY

: : :

ANSWER TO BILL OF COMPLAINT


: : :


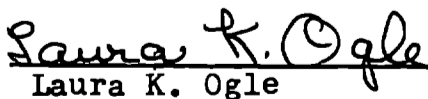
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Robert Werntz Ogle and Laura K. Ogle, his wife, by Robert W. Ogle, their solicitor to the Bill of Complaint in this Court exhibited against them respectfully shows unto Your Honors:

1. That they admit the allegation contained in paragraph one of said Bill of Complaint.
2. That they admit the allegations contained in paragraph two of said Bill of Complaint.
3. That they admit the allegations contained in paragraph three of said Bill of Complaint.
4. That they admit the allegations contained in paragraph four of said Bill of Complaint.
5. That they admit the allegations contained in paragraph five of said Bill of Complaint.
6. That they neither admit nor deny the allegations contained in paragraph six of said Bill of Complaint and demand strict proof thereof.

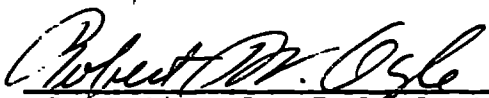
WHEREFORE, having fully answered the Bill of Complaint, these defendants pray the same be dismissed with their costs.

  
 Robert W. Ogle  
 905 Bay Ridge Avenue  
 Annapolis, Maryland  
 Solicitor for Robert Werntz Ogle  
 & Laura K. Ogle, Defendants.

  
 Robert Werntz Ogle  
  
  
 Laura K. Ogle

Filed MAR 19 1956

I hereby certify that I have mailed a copy of the foregoing Answer to Bill of Complaint to C. Osborne Duvall, Esq., Maryland Hotel Building, Annapolis, Maryland, Solicitor for Plaintiff, this 17<sup>th</sup> day of March, 1956.

  
Solicitor for Defendants.

MAURICE OGLE, : NO. 11,649 EQUITY  
 Plaintiff, : IN THE  
 vs. : CIRCUIT COURT  
 ROBERT WERNTZ OGLE, et al : FOR  
 Defendants, : ANNE ARUNDEL COUNTY

: : :

ANSWER TO BILL OF COMPLAINT

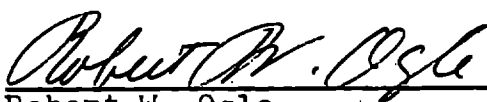
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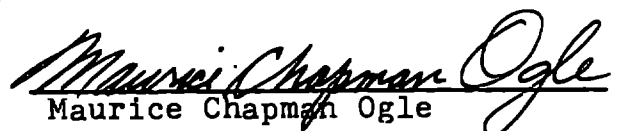
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Maurice Chapman Ogle, by Robert W. Ogle, his solicitor to the Bill of Complaint in this Court exhibited against him respectfully shows unto Your Honors:

1. That he admits the allegation contained in paragraph one of said Bill of Complaint.
2. That he admits the allegations contained in paragraph two of said Bill of Complaint.
3. That he admits the allegations contained in paragraph three of said Bill of Complaint.
4. That he admits the allegations contained in paragraph four of said Bill of Complaint.
5. That he admits the allegations contained in paragraph five of said Bill of Complaint.
6. That he neither admits nor denies the allegations contained in paragraph six of said Bill of Complaint and demands strict proof thereof.

WHEREFORE, having fully answered the Bill of Complaint, the defendant prays the same be dismissed with his costs.


  
 Robert W. Ogle  
 905 Bay Ridge Avenue  
 Annapolis, Maryland

  
 Maurice Chapman Ogle

Solicitor for Maurice Chapman Ogle,  
 Defendant.

Filed MAR 19 1956

I hereby certify that I have mailed a copy of the foregoing Answer to Bill of Complaint to C. Osborne Duvall, Esq., Maryland Hotel Building, Annapolis, Maryland, Solicitor for Plaintiff, this 17<sup>th</sup> day of March, 1956.

  
Solicitor for Defendant.

MAURICE OGLE, : IN  
Plaintiff : THE CIRCUIT COURT  
vs. : FOR  
ROBERT WERNTZ OGLE, et al : ANNE ARUNDEL COUNTY  
Defendants : NO. 11,649 EQUITY

:::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

March 27, 1956

Present:

Mr. C. Osborne Duvall, Solicitor for Plaintiff  
Mr. Robert Werntz Ogle, Solicitor for Defendants  
Mr. John G. Rouse, Jr., Examiner  
Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Maurice Ogle, pages 2 - 6.  
Joseph D. Lazenby, pages 7 - 9.  
Fred E. Voges, pages 10 - 12.  
Mrs. Virginia Sandroock, pages 13, 14.

**FILED**

1956 APR 12 PM 4:11

(CERTIFIED COPY OF THE WILL OF ROBERT L. WERNTZ FILED  
HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

Maurice Ogle, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Duvall)

1. Will you state your name and address?

A. Maurice Ogle, 202 Norwood Road, Annapolis, Maryland.

2. Mr. Ogle, did you know Amy Werntz Ogle?

A. Very well.

3. Under what circumstances?

A. I was her husband.

4. Is she living or deceased?

A. Deceased.

5. When did she die?

A. March 1st, 1940.

6. Did she own any property on King George Street, Annapolis, at the time of her death?

A. Yes, 248 King George Street.

(CERTIFIED COPY OF WILL OF AMY WERNTZ OGLE FILED HEREWITH  
MARKED EXAMINER'S EXHIBIT NO.2)

7. Do you know Robert Werntz Ogle?

A. Yes, he is my son.

8. Is he living?

A. Yes.

9. Do you know Maurice Chapman Ogle?

A. Yes, he is my son.

10. Is Robert Werntz Ogle married or single?

A. He's married.

11. Does Robert Werntz Ogle have any children?

A. Yes, five children.

12. State their names and ages.

A. Robert Werntz Ogle, Jr., 20; Samuel Maurice Ogle, 15;  
Amy Louise Ogle, 12; Ellen Jane Ogle, 7; and Benjamin

Richard Ogle, 5.

13. Are all those children living?  
A. All living.
14. Would you describe the property known as 248 King George Street, Annapolis.  
A. It is a brick house converted into two apartments, the upper floor has two baths, small kitchen, a large living room, sitting room, two bedrooms, very large bedrooms, and another master bedroom. The lower floor has two very large bedrooms, one bath, sitting room, very large living room, dining room, and kitchen.
15. In addition to the apartments you have described what else does the house have?  
A. A cellar, very large ample storage space, and three rooms in the cellar.
16. And what sort of heat is in the place?  
A. Hot water oil fired heat.
17. At the present time and in the immediate past have both apartments been rented?  
A. Practically all of the time.
18. What was the gross rental of these apartments?  
A. When I took the property over at Mrs. Ogle's death each apartment was rented for \$85.00, in 1949 I increased one to \$100.00 and the other to \$125.00, and in the past two or three years they rented for \$125.00 each until 1954 when I made the improvements and increased the rent to \$150.00 each.
19. Now, what expenses do you pay as landlord, as against that gross rental?  
A. The heat, the water, insurance and taxes, and also I have some slight expenditure for cleaning the yard and painting and things like that, I've painted the house several times.

20. Mr. Ogle, who keeps the records for you?

A. Mrs. Virginia Sandrock.

21. Have you had occasion to make any major repairs?

A. Yes, in 1954 I spent about \$7500.00.

22. What did you do?

A. A great deal of re-plastering, paint job all over, that is the inside, the property was thoroughly overhauled, floors were repaired, electric lights all over were repaired, a great deal of plumbing was replaced with copper pipes.

23. Now, Mr. Ogle, have you and the defendants, Robert Werntz Ogle and Maurice Chapman Ogle, recently entered into a contract for sale of this property?

A. Yes.

24. I show you a paper filed as Plaintiff's Exhibit B, and ask if you recognize it?

A. Yes, this is the contract.

(CONTRACT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

25. Do you think it's for the best interest for you as life tenant and of your sons and the grandchildren, that is the children of Robert Werntz Ogle, contingent remainder<sup>men</sup>, that this property be sold and the proceeds invested under the direction of the Court?

A. Frankly, I do not think it is best for my interest because I'm in a financial position to keep the property in A-1 condition, and to maintain that income, but I think it is to the benefit of the remainder man children.

26. Now, my question is, why do you say it would be to the benefit of the remainder men?

A. I think it is an exceptionally good price and I don't think you could do any better, I don't think you could do as well.

27. Mr. Ogle, are you willing for the property to be sold and the proceeds invested?

A. Yes, that is exactly what I want to do.

Cross Examination by Mr. Robert Werntz Ogle:

1. . You have testified you made improvements to the property to the amount of \$7500.00?  
A. Yes.
2. Was there any reason to make those repairs at this time?  
A. Yes, absolutely, no one would have rented it had I not made those improvements in 1954.

(Mr. Rouse)

To the General Question the witness answers:

"I feel that in the event something happens to me that the remainder men would be a great deal better off with the money properly invested to get an income without having to worry about any expenditures than he would be owning the property. That really is my chief reason for selling it."

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....

Signature.....*Maurice OJB*.....

Joseph D. Lazenby, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Duvall)

1. Will you state your name and address?
- A. Joseph D. Lazenby, 215 Main Street, Annapolis, Maryland.
2. What is your profession?
- A. Real estate and insurance business.
3. How long have you been in that business?
- A. Since 1932.
4. Are you familiar with values of property in the City of Annapolis?
- A. I am.
5. I direct your attention to property known as 248 King George Street, and ask you if you are familiar with that property?
- A. Yes, very familiar, I've seen it a good many times, the last time was March 23rd of this year.
6. Describe the property briefly.
- A. The property is located on King George Street in a very desirable part of the City between Maryland Avenue and College Avenue. It's on a lot 60 feet wide by 160 feet deep. The lot is beautifully landscaped with boxwood bushes, and the house is brick and 38 feet wide in the main portion by 30 feet deep, and there is a brick addition 20 x 13 feet. It's two stories high of brick construction and contains two apartments, heated with oil and hot water, and all in excellent condition at the present time.
7. Now, Mr. Lazenby, what, in your opinion, is a fair market value for this property at 248 King George Street?
- A. My opinion of a fair market value is \$45,000.00.
8. Then is it fair to say, in your opinion, a contract of sale which establishes a price of \$50,000.00 is a fair price for the property?

A. Excellent price, and more than I think I could obtain for the property.

Cross Examination Waived by Mr. Ogle.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer *No*.....

Signature *J. H. Ogle*.....

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Duvall)

1. State your name and address.

A. Fred E. Voges, 3 Church Circle, Annapolis, Md.

2. What is your profession?

A. Real estate and insurance.

3. How long have you been in the real estate business?

A. Since 1933.

4. Are you familiar with the values of property in the City of Annapolis?

A. I am.

5. I direct your attention to the property known as 248 King George Street, Annapolis, are you familiar with that property?

A. I am.

6. Describe the property, briefly.

A. The property is located on the northeast side of King George Street in a very desirable residential neighborhood. The lot has a frontage of 60 feet on King George Street, and has a depth of 160 feet, and is very beautifully landscaped with many boxwood plants. The improvements consist of a two story brick house, the main house being 38 x 30 feet with a brick addition in the rear, and, I believe, a small frame addition at the extreme rear. The property is divided now into two apartments, the first floor containing six rooms and a bath, and the second floor contains six rooms and two baths; the entire house is in excellent condition at this time.

7. Mr. Voges, do you have an opinion as to a fair market value of 248 King George Street, Annapolis?

A. In my opinion, a fair market value of 248 King George Street is \$45,000.00.

8. And would you say that where the property has been contracted to be sold for \$50,000.00 that that is a good price for this property?

A. I would consider it <sup>an</sup> excellent price, I don't think, as a broker, I could get that much for it myself, frankly.

Cross Examination Waived by Mr. Robert Werntz Ogle.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature.....Fred E. Voges.....

Mrs. Virginia Sandrock, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Duvall)

1. State your name and address, please.
- A. Mrs. Virginia Sandrock, Court of Appeals, Annapolis, Md.
2. Mrs. Sandrock, do you keep the records for Mr. Maurice Ogle on the property known as 218 King George Street, Annapolis?
- A. I do.
3. Do you know what the expenditures have been annually, within the last year, for supplying heat to the dwelling?
- A. About \$520.00.
4. And water rent?
- A. \$53.00.
5. And State, County and City taxes?
- A. \$523.00.
6. And insurance?
- A. \$105.00 for three years.
7. Do you know what the average annual cost of maintenance is?
- A. Approximately \$200.00.
8. Within the last year, especially the year of 1955, have any major improvements been made on the property?
- A. Yes.
9. Describe the nature of these improvements.
- A. Painting inside and out, plastering, plumbing repaired, purchase of equipment such as stoves and cabinets.
10. What was the total expenditure for these improvements?
- A. Around \$8200.00.

Cross Examination by Mr. Robert Werntz Ogle:

1. Can you tell us what the average annual expenditures were for these so called improvements up to 1955, with reference to the interior of the house?
- A. I would say, roughly, around the figure I gave, around \$200.00, that was to the interior.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....*No*.....

Signature.....*[Handwritten Signature]*.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 12<sup>th</sup> day of April, 1956.

*John S. Rouse, Jr.* (SEAL)  
John S. Rouse, Jr., Examiner

J.R. \$10.00 .  
I.H. \$14.00

I, ROBERT L. WERRETS, of the City of Annapolis, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, in manner and form following, that is to say:

after the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:

ITEM I. I give, devise and bequeath to my niece, AMY W. OGLE, my home No. 248 King George street, Annapolis, Maryland, and the contents thereof; also my school business and the good-will thereof and any portion of the property and buildings now occupied by my school which may be necessary for the work and conduct of the school, including class rooms and offices, shall be occupied and used by said AMY W. OGLE without charge for rent and I desire my Trustees hereinafter named to permit the occupancy of said premises in this manner; and also the property owned by me known as the "Gardiner Farm", situated on the Magothy River between Dividing Creek and Mill Creek, with the provision, however, that the occupancy by the parties now residing on said farm is not to be interfered with in their present tenancy and rights.

ITEM II. I give, devise and bequeath to my nephew, WILLIAM WERRETS, the gasoline business with which he is now connected, but not including the real estate occupied by said business, title to which is to pass to my Trustees

Examiner's Exhibit No. 1.

Ogle v. Ogle (No 11,649, Equity)  
John S. [Signature] Examiner

hereinafter named, with the provision, however, that the said William Werntz shall be allowed to occupy the said real estate for the period of twenty (20) years, without payment of rent, unless he shall discontinue the said gasoline business before the expiration of said period, the profits of said business to be the individual property of the said William Werntz.

I also give, devise and bequeath to my nephew, William Werntz, the property now owned by me at the corner of Prince George and Randall streets, Annapolis, Maryland, known as No. 142 Prince George street.

ITEM III. I give and bequeath to MARY BATES, colored, a former servant in the household, the sum of Three Hundred Dollars (\$300.00) in cash, absolutely, provided she be living at the time of my death and not otherwise.

ITEM IV. All the rest and residue of my estate of whatever kind and description, real, personal or mixed, and wherever situate, I give and bequeath unto THE MERCANTILE TRUST AND DEPOSIT COMPANY OF BALTIMORE, a body corporate, and my niece, AMY W. OGLE, as Co-Trustees, their successors and assigns, in trust for the uses and purposes hereinafter set forth, that is to say:

To collect the rents, profits and income issuing from or out of the above granted property, and, after the payment of the expenses of this trust including a commission to themselves of five per cent. (5%) upon said rents, profits and income, to pay over the net income therefrom as follows:

- (a) To EMMA M. WERNITZ, widow of my brother, Charles E. Wernitz, the sum of one hundred and twenty five dollars (\$125.00) a month for the period of twenty (20) years, unless the said Emma M. Wernitz shall die before the expiration of twenty years, in which event this payment and legacy shall lapse and discontinue.
- (b) To my niece, MAZIE WERNITZ JOHNSON, of Annapolis, Maryland, the sum of Seventy Five Dollars (\$75.00) a month for the period of twenty years, unless the said Mazie Wernitz Johnson shall die before the expiration of twenty years, in which event this payment and legacy shall lapse and discontinue.
- (c) To CORNELIA GALT of Philadelphia, Pennsylvania, the sum of Twenty Five Dollars (\$25.00) a month for the period of twenty years, unless the said Cornelia Galt shall die before the expiration of twenty years, in which event this payment and legacy shall lapse and discontinue.
- (d) To my niece, ANNIE BAUGHAN, the sum of Ten Dollars (\$10.00) a month for the period of twenty years, unless the said Annie Baughan shall die before the expiration of twenty years, in which event this payment and legacy shall lapse and discontinue.
- (e) To my grand-nephew, EDWARD BAUGHAN, and my grand-nieces, MATILDA, RUTH and ANNA CATHERINE BAUGHAN, the sum of Thirty Dollars a month each, for the period of twenty years, unless my said grand-nephew and grand-nieces shall die before the expiration of twenty years, in which event these payments and legacies shall lapse and discontinue as to those so deceased.

It is provided that these sums are to be disbursed by my niece, AMY W. OGLES, in her discretion, and in case of the death or inability of the latter by my niece, MAZIE WERNITZ JOHNSON, in her discretion, in the following manner:

The sum of Fifteen Dollars (\$15.00) a month for each of said children for the purpose of caring for them, their education, clothing and similar needs; and the sum of Fifteen Dollars (\$15.00) a month to be accumulated and retained by my Trustees and paid to each of the said children at the expiration of the period of twenty years; with the provision, however, that in the case of illness or other emergencies of any of said children, such portion of the said second Fifteen Dollars (\$15.00) a month as may be necessary may be disbursed for him, her or them by the said Amy W. Ogles, or Mazie Wernitz Johnson, as the case may be; and with the further provision that if any of said children shall make his, her or their home with any of my relatives other than his, her or their parents with the consent of the said Amy W. Ogles or Mazie Wernitz Johnson, as the case may be, then my Trustees shall be permitted, in the discretion of the said Amy W. Ogles or Mazie Wernitz Johnson, as the case may be, to pay for the support of said child or children the entire sum of Thirty Dollars (\$30.00) a month.

(f) To my grand-nieces, THERESA, MARIAN and MAUD WERNITZ, of Pottsville, Pennsylvania; the sum of Thirty Dollars (\$30.00) a month each, for the period of twenty years; unless my said grand-nieces shall die before the expiration of twenty years, in which event these payments and legacies shall lapse and discontinue as to those so deceased.

(g) To my grand-nephew, GARNER WERNITZ, and my grand-nieces, LOUISE and NANCY WERNITZ, of Annapolis, Maryland, the sum of Thirty Dollars (\$30.00) a month each, for the

period of twenty years, unless my said grand-nephew and grand-nieces shall die before the expiration of twenty years, in which event these payments and legacies shall lapse and discontinues as to those so deceased.

- (h) To my grand-nephews, ROBERT W. OGLE and MAURICE C. OGLE, of Annapolis, Maryland, the sum of Thirty Dollars (\$30.00) a month each, for the period of twenty years, unless my said grand-nephews shall die before the expiration of twenty years, in which event these payments and legacies shall lapse and discontinues as to those so deceased.
- (i) To the Presbyterian Church of Annapolis, on Duke of Gloucester Street, or the Trustees thereof, the sum of Twelve hundred dollars (\$1200.00) a year for the period of twenty years; said sum to be used preferably to assist in defraying the cost of construction of a new church and this gift to be in memory of my mother, ELLEN A. WERNITZ.
- (j) To the Emergency Hospital of Annapolis, on Franklin street, the sum of One thousand dollars (\$1000.00) a year for the period of twenty years; it being provided; that out of this fund a room is to be furnished in memory of BENJAMIN OGLE, and so much of this fund as may be necessary shall be used for this purpose and the balance to be expended in the discretion of the management of the said Hospital.
- (k) To the Salvation Army of Annapolis, the sum of Three Hundred dollars (\$300.00) a year for the period of twenty years.

(11) To the Red Cross Society of Annapolis, the sum of Fifty Dollars (\$50.00) a month for the period of twenty years.

It is provided that in the event that any of my said grand-nieces or grand-nephews shall desire to attend college or any similar school; then my Trustees are authorized and directed to pay from the income of my estate the necessary expenses for this purpose and same are not to be a charge against the income or legacies otherwise herein provided for said grand-nieces or grand-nephews.

In the event that the income from my estate shall be in excess of the amount necessary to make the payments stipulated for the beneficiaries as described in this my Last Will and Testament, then and in that event, during the continuance of this trust, I direct and authorize my Trustees in their discretion to defray the expenses of some deserving boy or girl or both, in the approval of my said Trustees, in sending such boy or girl or both to some suitable college or similar school, to be selected by my said Trustees; and boy or girl or both as may be successively chosen from time to time to be selected according to the judgment of my said Trustees.

In the event that the income from my estate is not sufficient to take care of and pay all of the legacies herein provided for; then I direct that the legacies to Emma M. Wernts, Mazie Werntz Johnson and Cornelia Galt shall be a first charge on the income of my estate; and thereafter, the provision for defraying the expenses of such of my grand-nephews and grand-nieces as may desire to attend college or similar school shall be a second charge on the income of my estate; and thereafter, the other legacies as described in ITEM IV. of this my Last Will and Testament shall be reduced and paid proportionately.

ITEM V. I hereby authorize my said Trustees, THE MERCANTILE TRUST AND DEPOSIT COMPANY OF BALTIMORE and AMY W. OGLE, to hold, manage, collect the income <sup>of</sup> my said trust estate and to pay the taxes and expenses thereon including a commission to themselves of five per cent. (5%) as aforesaid; and to make any change in the trust funds and property which they may deem best at any time; and to that end, to sell and convey any of the securities and property in said trust fund free from any liability on the part of the purchaser as to the application of the purchase money; and the proceeds thereof to re-invest in good and well-secured investments which shall remain in the said trust fund.

I also authorize my said Trustees to divide the corpus of said trust fund in kind so far as possible and to sell such portions thereof as, in their discretion, may not be susceptible of partition, in order to make an equitable distribution thereof among those entitled thereto.

I also authorize and direct that my niece, AMY W. OGLE, shall have joint power and control with THE MERCANTILE TRUST AND DEPOSIT COMPANY OF BALTIMORE, a body corporate, in the administration of my trust estate, and, in the event of the death of the said AMY W. OGLE, then I direct that my grand-niece, LOUISE WERNITZ, shall succeed the said AMY W. OGLE as Co-Trustee with THE MERCANTILE TRUST AND DEPOSIT COMPANY OF BALTIMORE and shall have joint power and control therewith in the administration of my trust estate.

ITEM VI. In the event that any of the beneficiaries under this my Last Will and Testament shall pre-decease me; then the share or shares of my estate to which they shall respectively be entitled hereunder shall become a part of the rest and residue of my estate and be administered by my said Trustees in accordance with the terms hereof.

ITEM VII. Upon the death of any or all of the beneficiaries under this my Last Will and Testament entitled to receive income as described in ITEM IV hereof, before the expiration of twenty years after my death, then the share or shares of my estate to which they shall respectively be entitled shall be added to the corpus and become a part of the residue of my estate and be administered by my said Trustees in accordance with the terms hereof.

ITEM VIII. Upon the expiration of twenty years from the date of my death, this trust shall cease and terminate and I direct my Trustees to divide the corpus and any accumulated profits and dividends of my trust estate, and I give, devise and bequeath the same in manner following, that is to say:

- (a) A one-half (1/2) portion thereof to my heirs and next of kin, to take per stirpes and not per capita.
- (b) A one-half (1/2) portion thereof to the following institutions (or the Trustees thereof) in equal shares and proportions:

Presbyterian Church of Annapolis, on Duke of Gloucester street, or successor.

Emergency Hospital of Annapolis, Maryland.

Children's Hospital School, Inc., otherwise known as the William Painter Memorial School, Green Spring and Keyworth avenues, Baltimore, Maryland.

Children's Fresh Air Society, Baltimore, Maryland.

Nursery & Child's Hospital, Schroeder and Franklin streets, Baltimore, Maryland.

Thomas Wilson Sanitarium for Children of Baltimore City.

Hospital for Consumptives of Maryland, known as Eudowood Sanitarium, Towson, Maryland.

McDonogh Educational Fund and Institute,  
McDonogh, Maryland.

The Maryland Children's Aid Society, Baltimore,  
Maryland.

Maryland Society to Protect Children from  
Cruelty and Immorality, 636 West Franklin  
street, Baltimore, Maryland.

Aged Men's Home, 1400 West Lexington street,  
Baltimore, Maryland.

Aged Women's Home, 1404 West Lexington street,  
Baltimore, Maryland.

Church Home and Infirmary, Broadway and Fairmount  
avenue, Baltimore, Maryland.

Presbyterian Home for Women, 622 North Carrollton  
avenue, Baltimore, Maryland.

I HEREBY CONSTITUTE AND APPOINT my niece, AMY W. OGLE  
and ADDISON E. MULLIKIN .... to be the Executors of this my Last  
Will and Testament, hereby revoking any and all former wills and  
codicils by me heretofore made.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and seal this 3rd day of July, in the year nineteen hundred  
and twenty eight.

Robert L. Wrentham (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testator  
as and for his Last Will and Testament, in the presence of us, who;  
at his request, in his presence and in the presence of each other  
have hereunto subscribed our names as witnesses.

W. L. P. P. P.  
Address : 2031 Belmont Ave.

W. L. P. P. P.  
Address : 1601 First National Bldg.

W. L. P. P. P.  
Address : 1601 First National Bldg.

I, ROBERT L. WERNITZ, of the City of Annapolis, State of Maryland, having heretofore made my Last Will and Testament dated the 3rd day of July, 1928, which said Last Will and Testament I now desire to alter as hereinafter set forth.

NOW THEREFORE, I declare this to be a first codicil to my aforesaid Last Will and Testament, as follows:

WHEREAS in ITEM 8, Section (a) of my Last Will and Testament, I give and devise after the termination of the trust described therein "a one-half (1/2) portion thereof to my heirs and next of kin, to take per stirpes and not per capita";

AND WHEREAS, I desire to revoke and do hereby revoke the said Section (a) of Item 8 of my Last Will and Testament and substitute therefor the devise and bequest as hereinafter set forth.

NOW THEREFORE, I give, devise and bequeath the remainder of my estate as described in Section (a) of Item 8 of my Last Will and Testament as follows:-

(a) A one-half (1/2) portion thereof to the following:

One equal part of said one-half portion of my estate to my niece, AMY W. OGLE, her heirs and next of kin;

One equal part of said one-half portion of my estate to my niece, MAZIE WERNITZ JOHNSON, her heirs and next of kin;

One equal part of said one-half portion of my estate to my niece, ANNIE BAUGHAN, her heirs and next of kin.

One equal part of said one-half portion of my estate to my nephew, WILLIAM WERNITZ, his heirs and next of kin.

One equal part of said one-half portion of my estate to the heirs and next of kin of my deceased brother, WILBUR WERNITZ.

I will and direct that no adopted child or children of any of my brothers or sisters shall receive any of my aforesaid estate.

I hereby affirm section (b) of Item 8 of my aforesaid Last Will and Testament.

In all other respects, I hereby affirm my said Last Will and testament.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, this 7<sup>th</sup> day of July, in the year nineteen hundred and twenty eight.

Robert L. Wernitz (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testator as and for a first codicil to his Last Will and Testament dated the 3rd day of July, 1928, in the presence of us, who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

Wm. J. Perin  
2038 Belmont Ave -  
W. J. Perin  
Anna M. Wernitz

Anne Arundel County, Ss:

On the 13th day of November, 1931  
 came Addison E. Mulliken  
 and made Oath in due form of law, that he do es not know of any Will or  
 Codicil of Robert L. Wernitz  
 late of said County, deceased, other than the above instrument of writing, and that he took  
 received the same from Safe Deposit box at Mercantile Trust Co.  
"All parties notified"  
Testator departed this life  
 on ~~or about~~ the 7th day of November, 1931

Sworn to before the subscriber

TEST: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 13th day of November, 1931  
 came Luc S. Brown and Enos A. Stedbridge two of the  
 subscribing witnesses to the foregoing last Will and Testament of  
Robert L. Wernitz late of said County, deceased, and made oath in  
 due form of law, that they did see the Testator  
 sign and seal this Will; that they heard him publish, proneunce and  
 declare the same to be his last Will and Testament, that at the time of  
his so doing he was, to the best of their apprehension, of sound  
 and disposing mind, memory and understanding; and that they together with  
Theodore C. Waters

(the word "of" in line 3 of item 4 page 7 of will had been inserted before will was executed)

subscribed their names as witnesses to this Will in his presence, at  
his request and in the presence of each other.

Sworn to before the subscriber

TEST: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

1188 97 PAGE 437

<sup>Register of Wills</sup>  
The Court after having carefully examined the above last Will and Testament of

Robert L. Wernitz, late of  
said County, deceased, together with the codicil thereunto attached, and also the evidence adduced as  
to its validity, orders and decrees this 14th day of November, 1931,  
that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil  
of the said Robert L. Wernitz, deceased.

Geo. T. Cromwell  
Register of Wills for  
Anne Arundel County

NOTE OF DEED & TRADING, BALTIMORE

Anne Arundel County, Ss:

On the 13th day of November, 1931  
came Geo. S. Penn, Addison E. Mullikin and W. C. Connors  
subscribing witness to a first Codicil to the foregoing last Will and Testament of  
Robert L. Wernitz, late of said County, deceased, and made oath in  
due form of law, that they did see the Testator  
sign and seal this Codicil; that they heard him publish, pronounce and declare  
the same to be a first Codicil to his last Will and Testament, that at the time of his  
so doing he was, to the best of their apprehension, of sound and disposing  
mind, memory and understanding; and that they together with

subscribed their names as witnesses to this Codicil in his presence, at his  
request and in the presence of each other.

Sworn to ~~in open Court~~ before the subscriber

TEST: Geo. T. Cromwell  
Register of Wills for Anne Arundel County

## STATE OF MARYLAND

## Anne Arundel County

I, H. STANLEY CLARK, Register of Wills; and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the \_\_\_\_\_ Last Will and Testament and First Codicil

of

Robert L. Werntz

\_\_\_\_\_ late of said County

deceased \_\_\_\_\_ together with proof and probate thereof

\_\_\_\_\_ taken from \_\_\_\_\_ the original which

is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto  
subscribed my name and affix the seal of said Court  
this \_\_\_\_\_ 20<sup>th</sup> \_\_\_\_\_ day of  
March \_\_\_\_\_ in the year of our  
Lord, nineteen hundred and fifty \_\_\_\_\_ -six.

H. Stanley Clark  
Register of Wills for Anne Arundel County




MAURICE OGLE, : NO. 11,649 EQUITY  
Plaintiff, : IN THE  
vs. : CIRCUIT COURT  
ROBERT WERNIZ OGLE, et al, : FOR  
Defendants, : ANNE ARUNDEL COUNTY

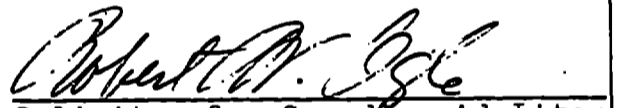
: : :  
SUBMISSION FOR DECREE  
: : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled case is hereby submitted for decree.

  
Solicitor for Plaintiff.

  
Solicitor for Defendants.

  
Solicitor for Guardian Ad Litem.

**FILED**  
1956 APR 26 PM 1:01

MAURICE OGLE, : NO. 11,649 EQUITY  
 Plaintiff, : IN THE  
 vs. : CIRCUIT COURT  
 ROBERT WERNTZ OGLE, et al, : FOR  
 Defendants, : ANNE ARUNDEL COUNTY

: : :  
 D E C R E E  
 : : :

This cause standing ready for hearing and being submitted the Bill, Answers, testimony and exhibits were by the Court read and considered; and it appearing that the infant Defendants have appeared in this proceeding and answered by guardian ad litem appointed by this Court; and it further appearing that it would be to the advantage and benefit of all the parties concerned that the real estate mentioned in this proceeding be sold and the proceeds of sale be invested under the direction of this Court; and finally, it appearing to this Court that the contract of sale filed as an exhibit in this proceeding is a fair contract by its terms and the price therein named is in excess of the fair market value of the property as determined by two experienced appraisers of real estate, it is thereupon this 26<sup>th</sup> day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the real estate described in this proceeding be sold and that Maurice Ogle, Robert Werntz Ogle and C. Osborne Duvall, be, and they are hereby, appointed Trustees to make such sale and that the course and manner of their proceedings shall be as follows:

1. They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves with a

**FILED**

1956 APR 27 PM 1:06

surety or sureties to be approved by the Clerk of this Court, in the penalty of *Fifty* — — — — — Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future Order or Decree in the premises.

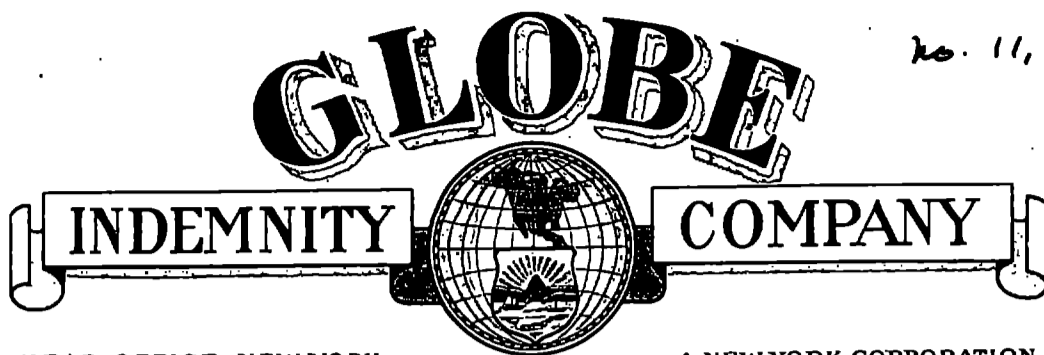
2. They shall proceed to make the sale of the property mentioned in this proceeding to John G. M. Stone and Sophia Bernardine Stone, his wife, at and for the sum of Fifty Thousand Dollars (\$50,000.00) of which Sixteen Thousand Dollars (\$16,000.00), including the deposit of One Thousand Dollars (\$1,000.00) mentioned in contract of sale hereinbefore referred to, shall be received in cash and a mortgage shall be executed to the aforesaid Trustees by the purchasers in the amount of Thirty-Four Thousand Dollars (\$34,000.00), with interest at the rate of five per centum (5%) per annum, said mortgage to be for the period of seven years and to be paid in six annual installments of Five Thousand Dollars (\$5,000.00), plus accrued interest on the unpaid balance and the final installment of Four Thousand Dollars (\$4,000.00) plus accrued interest, and upon payment of the sum of Sixteen Thousand Dollars (\$16,000.00), including the aforesaid deposit, and the execution of the aforesaid mortgage, the said Trustees by good and sufficient deeds to be executed and acknowledged agreeably to Law, shall convey to the contract purchasers of the said property free, clear and discharged of all claims of the parties to this cause, and of any person claiming by, from or under them or any of them.

3. And the Trustees shall bring into Court the money arising from such sales, to be invested under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the said Trustees as the Court shall think fidelity wherewith they shall appear to have discharged the trust.

*Benjamin Richardson*  
Judge.

✓

No. 11,649 Equity



HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, MAURICE OGLE, ROBERT WERNITZ OGLE and C. OSBORNE DUVALL, of Anne Arundel County, State of Maryland, as PRINCIPALS, and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the STATE OF MARYLAND in the full and just sum of FIFTY THOUSAND DOLLARS (\$50,000.00) current money, to be paid to the said State or its certain attorney's, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 30<sup>th</sup> day of April, 1956.

WHEREAS, by decree of the Circuit Court for Anne Arundel County in a cause entitled "Maurice Ogle, Plaintiff vs. Robert Werntz Ogle, et al., Defendants, No. 11,649 Equity, dated April 26, 1956, Maurice Ogle, Robert Werntz Ogle and C. Osborne Duvall were appointed Trustees to make sale of the property described in said proceedings and such other things as said Court may later order, and the said Trustees are about to execute said power and make sale of the said property,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property or to the proceeds thereof, then the obligation set forth above shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

WITNESS:

Irma Norton

Maurice Ogle (SEAL)  
Maurice Ogle

Robert Werntz Ogle (SEAL)  
Robert Werntz Ogle

C. Osborne Duvall (SEAL)  
C. Osborne Duvall PRINCIPALS

Virginia S. Hubbard  
Virginia S. Hubbard

GLOBE INDEMNITY COMPANY, a body corporate

By: John H. Hopkins, IV Attorney-in-fact

**FILED**

1956 APR 30 PM 3:00

Bond approved  
this 30<sup>th</sup> Apr. 1956.  
George J. Cromwell  
clerk



In the Case of

Maurice Ogle

VS.

Robert Werntz Ogle,

et al

In the  
Circuit Court

For

Anne Arundel County

No. 11,649

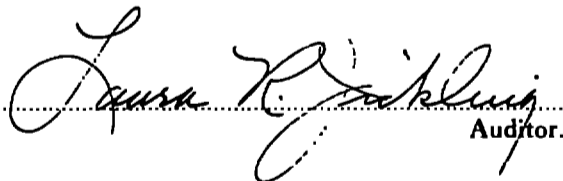
Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

June 8, 1956

All of which is respectfully submitted.

  
Auditor.

FILED

1956 JUN 19 AM 9:43

Dr. Maurice Ogle vs. Rbbert Werntz Ogle, et al

in ac.

To Trustees for Commissions, viz:	1,280	00	1,280	00
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	88	00		
Jos. W. Alton, Jr. - Sheriff's costs	18	85		
Irene Norton - Guardian ad Litem's fee	4	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	14	00		
Auditor - stating this account	36	00	190	85
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	260	00		
Jos. D. Lazenby - appraisal and testimony	50	00		
Fred E. Voges - appraisal and testimony	50	00		
Register of Wills - certified copy of				
Will of Robert L. Werntz	10	00		
One-half Federal documentary stamps	27	50		
One-half State documentary stamps	27	50		
C. Osborne Duvall - fee for legal services rendered (Order 5/31/56)	500	00	931	00
To Trustees for Benefit Charges, viz:				
Annapolis Water Dept. - metered water to 5/20/56	13	02	13	02
To Maurice Ogle, Robert W. Ogle and C. Osborne Duvall, Trustees - this balance subject to further Order of Court, viz:				
Amount of mortgage to Trustees	34,000	00		
Cash balance	13,830	91	47,830	91
			50,245	78

with

Maurice Ogle, Robert Werntz Ogle and C. Osborne Duvall,

Cr.

Trustees

1956

May

31

Proceeds of Sale (Contract of Sale  
dated 2/1/56.)

50,000 00

50,000 00

Refund 1956 State and County taxes  
(\$310.87) - 8 months

207 28

Refund 1955 Annapolis City taxes  
(\$230.94) - 2 months

38 50

245 78

50,245 78

ORDER NISI

Maurice Ogle

VERSUS

Robert Werntz Ogle,

et al

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

No. 11,649

Equity.

ORDERED, This 19 day of June, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23 day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of July next.

*Filed 19 June 1956, at 9:43 A.M. George T. Cromwell, Clerk*  
In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24<sup>th</sup> day of July, 1956, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin M. McKee, Jr. Judge*

**FILED**

1956 JUL 24 PM 3:34

OFFICE OF  
**Evening Capital**

Published by  
THE CAPITAL-GAZETTE PRESS, INC.  
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., July 19, 1956

We hereby certify, that the annexed

Order Nisi, Eq. 11,649  
Creditor Account

Robert Werntz Ogle

was published in

**Evening Capital**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 23rd

day of July, 1956. The first

insertion being made the 20th day of

June, 1956

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**

No. E.C. 6551 1956 JUL 24 AM 9:33 By H. Tilghman

**Order Nisi**  
IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,649 EQUITY  
MAURICE OGLE,  
versus  
ROBERT WERTZ OGLE, et al.  
Ordered, this 10th day of June, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 23rd  
day of July next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 23rd day of July next.  
GEORGE T. CROMWELL, Clerk,  
True Copy. TEST:  
GEORGE T. CROMWELL, Clerk.  
Jy-8

## IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

O. MEREDITH WILSON  
Severn, Maryland

:

IN EQUITY

Plaintiff

NO. 10,831

vs.

:

1. ETTA MAE HANIFIN, Edgewater, Maryland
2. PHILIP A. BAYER and MAE BAYER, his wife, 1011 Hamlin Street,  
N.E., Washington, D.C.
3. EDGAR W. MCKEAN, 1704 "B" Street, N.E., Washington, D.C.
4. JOSEPH SHERRICH, Glen Burnie, Maryland
5. NATHANIEL G. STEVENSON and BLANCHE V. STEVENSON, his wife,  
and CLIFTON STEVENSON and EUGENE W. LONG, Gambrills,  
Maryland

AND ALL PERSONS HAVING OR CLAIMING TO HAVE any interest  
in the following described property, to wit:

<u>District</u>	<u>Description</u>	<u>Certificate No.</u>
1. 1st District	Lot 7, Block 19, Section D, 59'59 - 62' x 100'15, as shown on Plat of Shoreham Beach	1603
2. 2nd District	Lots 4 and 5, Block 23, Section A, as shown on Plat of Epping Forest	1605
3. 2nd District	Lots 1 and 2, Block 30, Section C, as shown on Plat of Herald Harbor	1608
4. 3rd District	Lot 7, Block L, as shown on Plat of Marley Park Beach	1609
5. 4th District	Lot or 2.5 Acres situated near Odenton	1607

ALL as substantially described in Certificates of Tax Sale by  
Joseph H. Griscom, Sr., Collector of Taxes for the State of  
Maryland and Anne Arundel County, sold to O. Meredith Wilson,  
October 8, 1951, for amounts in said certificates set forth.  
Defendants numbered 1 to 5 are identified with properties  
listed in that order.

Defendants

: : : : : :

(1)

*Filed 7 Oct, 1953.*

BILL OF COMPLAINT, TO FORECLOSE EQUITY OF REDEMPTION

To the Honorable, the Judge of said Court,

Your Orator, O. Meredith Wilson, files this Bill of Complaint in accordance with the provisions of Article 81 of the Annotated Code of the Public General Laws of Maryland, and says:

1. That in accordance with the aforesaid Section of the Annotated Code, Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, did sell at public auction to Plaintiff on the 8th day of October, 1951, the following described property, all as substantially carried on the assessment rolls of Anne Arundel County, Maryland:

- (1) Certificate No. 1603, 1st District, Lot 7, Block 19, Section D, 59' x 59' - 62' x 100'15, as shown on the Plat of Shoreham Beach, Anne Arundel County, Maryland, assessed to Etta Mae Hanifin, and amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of sale was \$30.08, of which \$30.08 has been paid.
- (2) Certificate No. 1605, 2nd District, Lots 4 and 5, Block 23, Section A, as shown on Plat of Epping Forest, Anne Arundel County, Maryland, assessed to Philip A. Bayer and Mae Bæer, his wife, and amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of sale was \$21.58, of which \$21.58 has been paid.
- (3) Certificate No. 1608, 2nd District, Lots 1 and 2, Block 30, Section C, as shown on Plat of Herald Harbor, Anne Arundel County, Maryland, assessed to Edgar W. McKean, and amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of sale was \$19.10, of which \$19.10 has been paid.
- (4) Certificate No. 1609, 3rd District, Lot 7, Block L, as shown on Plat of Marley Park Beach, Anne Arundel County, Maryland, assessed to Joseph Sherrich, and amount due\* on day of sale was \$22.56, of which \$22.56 has been paid. (\*to Collector of Taxes for State of Md. and A.A. County)
- (5) Certificate No. 1607, 4th District, Lot or 2.5 acres situated near Odenton, Anne Arundel County, Maryland, assessed to Nathaniel G. Stevenson and Blanche V. Stevenson, his wife, and amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County

on the day of sale was \$16.38, of which \$16.38 has been paid.

2. That the Defendants are owners of the property listed above as disclosed by a search of the Land Records of Anne Arundel County, of the records of the Register of Wills of Anne Arundel County, and the records of the Courts of Law and Equity of Anne Arundel County.
3. That the Plaintiff attaches herewith the original Certificates of Tax Sale issued to him by the said Joseph H. Griscom, Sr., Treasurer and Collector as aforesaid, numbered 1 to 5 in accordance with Defendants listed previously herein, and marked "Complainant's Exhibits Nos. 1 to 5 inclusive", and included as a part of this Bill of Complaint.
4. That the amounts necessary for redemption of these properties described herein have not been paid although more than a year and a day from the date of sale have expired, and no party in interest has come forward to claim any interest or to redeem same.

WHEREFORE, THE PREMISES CONSIDERED, the Plaintiff prays:

1. That this Honorable Court grant unto the Plaintiff the Writ of Subpoena directed to each of the Defendants directing them and each of them and all persons interested in said property to be and appear herein and answer the Bill of Complaint and abide and perform such orders or decrees as will be passed herein.
2. That the Court give and grant to the Plaintiff the Order of Publication directed to all Defendants and interested parties herein returned "Not Found" or such as may be non-resident directing them and each of them to be and appear herein in person or by solicitor by a day to be named therein and answer the Bill

of Complaint and abide by and perform such orders or decrees as may be passed herein.

3. That the Court pass a final decree foreclosing all rights of redemption in the property and vesting in the Plaintiff an absolute and indefeasible title in fee simple free and clear of all alienations and descents of the property occurring prior to the decree of Court as herein provided and encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.
4. That the Court shall direct the County Treasurer and Collector of State and County Taxes, Joseph H. Griscom, Sr., to execute a deed to the Plaintiff in fee simple upon payment to the Collector of the balance of the purchase price due on account of the purchase price of the property together with all taxes and interest and penalties thereon accruing subsequent to the date of sale.
5. That the Court may decree such other or further relief as the case may require.

AND AS IN DUTY BOUND, ETC.,

Witness:

Elinore G. Girault  
Elinore G. Girault,

O. Meredith Wilson  
O. Meredith Wilson  
Severn Maryland Box 202  
Phone Crain 676 W 3 Rt. 1

State of Maryland  
County of Anne Arundel

On this the 7th day of October, 1953, before me,  
a Notary Public \_\_\_\_\_, the undersigned, personally appeared  
O. Meredith Wilson, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument and  
acknowledged that he executed the same for purposes therein  
contained.

In witness whereof I hereunto set my hand and official seal.

Commission expires  
3 May, 1955.

Elinore G. Girault  
Elinore G. Girault.  
(4)

Notary Public  
Title

COMPLAINANT'S EXHIBIT NO. 1  
CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the  
County Treasurer  
 County of Anne Arundel, hereby certify that on October 8th 1951, I sold to O. M. Wilson  
Ass. 3152 P1  
Severn, Md. at public auction for the sum of 35 Dollars and 00

Cents, of which 30.08 Dollars has been paid as a deposit on the property  
 in 1 Dist. described as Lot 7 Blk 10

59' 59" 62 x 100' 15" Sec. 8. and shown  
on plat of Marchman Beach.

and assessed to Mae E Hanifan

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.

County Treasurer  
 Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October, 1951, before me, the subscriber, a  
 Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared,  
Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County  
 and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
 Notary Public.

My Commission Expires May 4, 1953

NT

Filed 7 Oct., 1953.

5-

COMPLAINANT'S EXHIBIT NO. 2  
CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 8th 1951, I sold to C. M. Nelson  
Box 315-R  
Severn, Md at public auction for the sum of 4.00 Dollars and 00

Cents, of which 21.58 Dollars has been paid as a deposit on the property

in 2 Diers described as Lots 4-5-Block 23  
Sec A as shown on the plat of  
Epping Forest A. A. Co.

and assessed to Phillip A. Boyer

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.

County Treasurer

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Mellie Elizabeth Sterling  
 Notary Public.

My Commission Expires May 4, 1953

notFiled 7 Oct, 1953.

COMPLAINANT'S EXHIBIT NO. 3  
**CERTIFICATE OF TAX SALE**

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 8th 1951, I sold to A. M. Wilson

Box 315 R 1  
Severna Park at public auction for the sum of 80 Dollars and 00

Cents, of which 19.10 Dollars has been paid as a deposit on the property

in 2 lots described as Lots 1-2 Block 30  
Section C. Hensel Harbor, A A  
Co.

and assessed to C. W. McQueen

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.

County Treasurer

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
 Notary Public.

My Commission Expires May 4, 1953

mt  
Filed 7 Oct., 1953.

COMPLAINANT'S EXHIBIT NO. 4  
CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and theCounty of Anne Arundel, hereby certify that on October 8th 1951, I sold to A. M. WilsonPort 315 R1  
Severn, Md at public auction for the sum of 27 Dollars and 94Cents, of which 27.94 Dollars has been paid as a deposit on the propertyin Severn, Md described as Lots 1-5-6-7 Block E.Harland Park. Trust Trust Co.Lot 7 Block E. Marley ParkBeach 3 Dist.(5 Dists) Severn, Md. (win)and assessed to (3 Dists) Joseph, Sherrick

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

Wm. Wilson  
Severn, Md.

JOSEPH H. GRISCOM, Sr.

County Treasurer Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nelle Elizabeth Sterling  
Notary Public.

My Commission Expires May 4 1953

5.38. Favorite B  
Filed 7 Oct., 1953.

COMPLAINANT'S EXHIBIT NO. 5  
CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 8th 1951, I sold to O. M. Wilson  
Box 315 Annapolis  
Annapolis, Md. at public auction for the sum of 16 Dollars and 38

Cents, of which 16.38 Dollars has been paid as a deposit on the property  
 in 4 District described as Parcel 2.5 Acres  
Situated near Odenton, A. A. Co.

and assessed to Mathew G. Stevenson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.

County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8 day of October, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
 Notary Public.

My Commission Expires May 4, 1953

Filed 7 Oct., 1953.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

O. MEREDITH WILSON  
Severn, Maryland

IN EQUITY

Plaintiff

NO. 10,831

vs.

1. ETTA MAE HANIFIN, Edgewater, Maryland
2. PHILIP A. BAYER and MAE BAYER, his wife, 1011 Hamlin Street,  
N.E., Washington, D.C.
3. EDGAR W. MCKEAN, 1704 "B" Street, N.E. Washington, D.C.
4. JOSEPH SHERRICH, Glen Burnie, Maryland
5. NATHANIEL G. STEVENSON AND BLANCHE V. STEVENSON, his wife,  
and CLIFTON STEVENSON and EUGENE W. LONG, Gambrills,  
Maryland

AND ALL PERSONS HAVING OR CLAIMING TO HAVE any interest  
in the following described property, to wit:

<u>District</u>	<u>Description</u>	<u>Certificate No.</u>
1. 1st District	Lot 7, Block 19, Section D, 59'59" - 62' x 100'15", as shown on Plat of Shoreham Beach	1603
2. 2nd District	Lots 4 and 5, Block 23, Section A, as shown on Plat of Epping Forest	1605
3. 2nd District	Lots 1 and 2, Block 30, Section C, as shown on Plat of Herald Harbor	1608
4. 3rd District	Lot 7, Block L, as shown on Plat of Marley Park Beach	1609
5. 4th District	Lot or 2.5 Acres situated near Odenton	1607

ALL as substantially described in Certificates of Tax Sale by  
Joseph H. Griscom, Sr., Collector of Taxes for the State of  
Maryland and Anne Arundel County, sold to O. Meredith Wilson,  
October 8, 1951, for amounts in said certificates set forth.  
Defendants numbered 1 to 5 are identified with properties  
listed in that order.

Defendants

: : : : : :

ORDER OF PUBLICATION

THE OBJECT AND PURPOSE OF THIS PROCEEDING is to secure the  
foreclosure of all rights of redemption in the following property  
located in Anne Arundel County, Maryland, sold on the 8th day of  
October AD 1951 by Joseph H. Griscom, County Treasurer and  
Collector of State and County Taxes, for O. Meredith Wilson,  
Plaintiff in this proceeding; said properties are assessed and

described on the Collector's tax roll substantially as follows:

- (1) Certificate No. 1603, 1st District, Lot 7, Block 19, Section D, 59' x 59' - 62' x 100'15, as shown on the Plat of Shoreham Beach, Anne Arundel County, Maryland, assessed to Etta Mae Hanifin.
- (2) Certificate No. 1605, 2nd District, Lots 4 and 5, Block 23, Section A, as shown on Plat of Epping Forest, Anne Arundel County, Maryland, assessed to Philip A. Bayer and Mae Bayer, his wife.
- (3) Certificate No. 1608, 2nd District, Lots 1 and 2, Block 30, Section C, as shown on Plat of Herald Harbor, Anne Arundel County, Maryland, assessed to Edgar W. McKean.
- (4) Certificate No. 1609, 3rd District, Lot 7, Block L, as shown on Plat of Marley Park Beach, Anne Arundel County, Maryland, assessed to Joseph Sherrich.
- (5) Certificate No. 1607, 4th District, Lot or 2.5 Acres situated near Odenton, Anne Arundel County, Maryland, assessed to Nathaniel G. Stevenson and Blanche V. Stevenson, his wife.

THE BILL OF COMPLAINT states among other things that the amounts necessary for the redemption have not been paid, also, more than a year and a day have expired from the date of tax sales on October 8, 1951.

IT IS, THEREUPON, this 7 day of October, AD 1953 by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having general circulation in said Anne Arundel County, once a week for four successive weeks, before the 16 day of December, 1953, warning all persons interested in said property to be and appear in this Court by the 16 day of December, 1953 and redeem the property and answer the Bill of Complaint, or thereafter a final decree will be passed foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title free and clear of all encumbrances.

John H. Hopkins, 3rd,  
Clerk

O. MEREDITH WILSON	:	IN THE CIRCUIT COURT
Severn, Maryland	:	
vs.	:	FOR
BLANCHE <sup>✓</sup> and	:	
NATHANIEL G. STEPHENSON	:	ANNE ARUNDEL COUNTY
and	:	
EUGENE LONG, et al.	:	Equity No. 10,831
Odenton, Maryland	:	


.....

ORDER OF APPEARANCE


Mr. Clerk:

Please enter our appearance as attorneys for the Defendants,  
Nathaniel G. Stephenson and Blanche V. Stephenson and Eugene Long,  
et al.

  
C. Maurice Weidemeyer

  
Basil E. Moore, Jr.  
236 Main Street  
Annapolis, Maryland

I hereby certify that I mailed to O. Meredith Wilson,  
Esquire, Box 202, Severn, Maryland, a copy of the foregoing  
Order of Appearance on this 10th day of November, 1953.

  
C. Maurice Weidemeyer

Filed 10 Nov, 1953.

O. MERIDITH WILSON,  
Plaintiff

vs.

NATHANIEL G. STEVENSON ET AL.,  
Defendants

IN THE CIRCUIT

COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 10,831

\*\*\*\*\*

PETITION FOR REDEMPTION

The Petition of Nathaniel G. Stevenson and Blanche V. Stevenson, his wife, and Clifton Stevenson and Eugene W. Long, Defendants herein, by C. Maurice Weidemeyer and Basil E. Moore, Jr., their attorneys, respectfully represents:

1. That your Petitioners are the owners of a certain lot of ground located in the 4th. Election District situated near Odenton, Anne Arundel County, Maryland as alleged in the Bill of Complaint filed herein.

2. That your Petitioners desire to redeem said property.

WHEREFORE, your Petitioners pray an Order of this Honorable Court permitting them to redeem said property upon payment of such amount or amounts as this Court shall by subsequent Order fix as necessary for redemption in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

AND, as in duty bound, etc.

*C. Maurice Weidemeyer*  
C. Maurice Weidemeyer

*Basil E. Moore, Jr.*  
Basil E. Moore, Jr.  
236 Main Street  
Annapolis, Maryland  
Attorneys for Petitioners

I hereby certify that I mailed postage prepaid a copy of the foregoing Petition and Order to O. Meridith Wilson, Plaintiff, as his Post Office Address, Severn, Maryland, this 12<sup>th</sup> day of November, 1953.

*Basil E. Moore, Jr.*  
Basil E. Moore, Jr.

*Filed 12 Nov., 1953*

O. MERIDITH WILSON,  
Plaintiff

vs.

NATHANIEL G. STEVENSON et al.,  
Defendants

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 10,831

iiiiiiiiiiii

ORDER OF COURT

Upon the foregoing Petition, it is this <sup>th</sup> 12 day of November, 1953,  
by the Circuit Court for Anne Arundel County, in Equity, ORDERED that  
Nathaniel G. Stevenson and Blanche V. Stevenson, his wife, and Clifton Steven-  
son and Eugene W. Long, be, and they are hereby permitted to redeem the pro-  
perty mentioned in said Petition upon payment of such amount or amounts as  
this Court by subsequent Order shall fix as necessary for redemption, in  
accordance with the provisions of Section 92 of Article 81 of the Anno-  
tated Code of Maryland (1951 Edition).

*Benjamin Michaelson*  
JUDGE

*Filed 12 Nov, 1953.*

O. MEREDITH WILSON	:	IN THE CIRCUIT COURT
Severn, Maryland	:	
	:	FOR
vs.	:	
	:	ANNE ARUNDEL COUNTY
BLANCHE V. and	:	
NATHANIEL STEVENSON	:	
	:	
and	:	Equity No. 10,831
EUGENE LONG, et al	:	
Odenton, Maryland	:	

AGREEMENT AND ORDER

It is agreed and stipulated between Plaintiff and Counsel for Defendants, Nathaniel Stevenson, Blanche V. Stevenson and Eugene Long, in the above styled cause, that the following amounts are necessary to redeem the properties mentioned in these proceedings:

(1)	Proportionate amount of Court costs	
	Sheriff . . . . .	\$5.80
	Clerk . . . . .	12.00
	Defendants Appearance Fee . . . . .	<u>5.00</u> . . \$22.80
(2)	Proportionate cost of advertising . . . . .	14.00
(3)	Title search . . . . .	25.00
(4)	Back Taxes, including penalties through December 1953	
	Year 1949 . . . . .	2.04
	1950 . . . . .	1.70
	1951 . . . . .	11.32
	1952 . . . . .	55.34
	1953 . . . . .	58.12
	Interest due purchaser . . . . .	2.25
	Cost of sale . . . . .	<u>2.50</u> . . 133.27
	(This total includes amount of Tax Sale Certificate)	16.38
	TOTAL AMOUNT NECESSARY FOR REDEMPTION . . . . .	<u>\$193.07</u>

*C. Matrice Weidemeyer*  
C. Matrice Weidemeyer  
*Basil E. Moore, Jr.*  
Basil E. Moore, Jr.  
Attorneys for Defendants  
Nathaniel Stevenson, Blanche V.  
Stevenson and Eugene Long

*O. Meredith Wilson*  
O. Meredith Wilson  
Plaintiff

*Filed 28 Dec, 1953.*

O. MEREDITH WILSON,	:	IN THE CIRCUIT COURT
	:	
Plaintiff	:	FOR
vs.	:	
	:	ANNE ARUNDEL COUNTY
NATHANIEL G. STEVENSON, et al	:	
	:	Equity No. 10,831
Defendants.	:	
	:	

: : : : :  
ORDER OF COURT

Upon the foregoing Agreement as to Costs filed in this cause, it is this 28<sup>th</sup> day of December, 1953, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the amounts necessary to redeem the property in these proceedings are:

- (1) To be paid to the Clerk of Circuit Court for Anne Arundel County for costs \$22.80.
- (2) To be paid to Plaintiff for advertising \$14.00.
- (3) To be paid to Plaintiff for title search \$25.00.
- (4) To be paid to the Treasurer of Anne Arundel County for back taxes, amount of certificate and penalties through December, 1953, \$133.27.

And it is further ORDERED that upon payment of the Court costs due the Clerk of the Circuit Court for Anne Arundel County, and the filing of an Order for settlement and redemption in this cause, the property of the Defendants herein named, Nathaniel Stevenson, Blanche V. Stevenson and Eugene Long, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale Certificate.

*Benjamin Richardson*  
 JUDGE.

*Filed 28 Dec, 1953.*

O. MEREDITH WILSON : IN THE CIRCUIT COURT  
Severn, Maryland :  
vs. : FOR  
BLANCHE V. and : ANNE ARUNDEL COUNTY  
NATHANIEL STEVENSON :  
and :  
EUGENE LONG, et al : Equity No. 10,831  
Odenton, Maryland :

.....

ORDER FOR REDEMPTION AND SETTLEMENT as to De-  
fendants Nathaniel G. Stevenson, Blanche V.  
Stevenson, Clifton Stevenson and Eugene W. Long.

.....

Mr. Clerk:  
Please enter the above-entitled cause "Settled and Property  
Redeemed" as to the property of the Defendants Nathaniel G.  
Stevenson, Blanche V. Stovenson, Clifton Stevenson and Eugene W.  
Long, four of the Defendants in the above-entitled cause.

O. Meredith Wilson  
O. Meredith Wilson  
Plaintiff

*Filed 5 Jan., 1954.*

1. ETTA MAE HANIFIN, Edgewater, Maryland  
2. PHILIP A. BAYER and MAE BAYER, his wife, 1011 Hamlin Street, N.E., Washington, D. C.  
3. EDGAR W. McKEAN, 1704 "B" Street, N.E., Washington, D. C.  
4. JOSEPH SHERRICH, Glen Burnie, Maryland  
5. NATHANIEL G. STEVENSON and BLANCHE V. STEVENSON, his wife, and CLIFTON STEVENSON and EUGENE W. LONG, Gamblills, Maryland  
AND ALL PERSONS HAVING OR CLAIMING TO HAVE any interest in the following described property, to wit:

District — Description  
1. 1st. District, Lot 7, Block 19, Section D, 59' 59" x 100' 15", as shown on Plat of Shoreham Beach, Certificate No. 1803.  
2. 2nd. District, Lots 4 and 5, Block 23, Section A, as shown on Plat of Epping Forest, Certificate No. 1805.  
3. 2nd. District, Lots 1 and 2, Block 30, Section C, as shown on Plat of Herald Harbor, Certificate No. 1808.  
4. 3rd. District, Lot 7, Block L, as shown on Plat of Marley Park Beach, Certificate No. 1809.  
5. 4th. District, Lot or 2.5 Acres situated near Odenton, Certificate No. 1807.

ALL as substantially described in Certificates of Tax Sale by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, sold to O. Meredith Wilson, October 8, 1951, for amounts in said certificates set forth. Defendants numbered 1 to 5 are identified with property listed in that order.  
Defendants

ORDER OF PUBLICATION  
THE OBJECT AND PURPOSE OF THIS PROCEEDING is to secure the foreclosure of all rights of redemption in the following property located in Anne Arundel County, Maryland, sold on the 8th day of October AD 1951 by Joseph H. Griscom, County Treasurer and Collector of State and County Taxes, to O. Meredith Wilson, Plaintiff in this proceeding; said property are assessed and described on the Collector's tax roll substantially as follows:

(1) Certificate No. 1803, 1st District, Lot 7, Block 19, Section D, 59' 59" x 100' 15", as shown on the Plat of Shoreham Beach, Anne Arundel County, Maryland, assessed to Etta Mae Hanifin.  
(2) Certificate No. 1805, 2nd District, Lots 4 and 5, Block 23, Section A, as shown on Plat of Epping Forest, Anne Arundel County, Maryland, assessed to Philip A. Bayer and Mae Bayer, his wife.  
(3) Certificate No. 1808, 2nd District, Lots 1 and 2, Block 30, Section C, as shown on Plat of Herald Harbor, Anne Arundel County, Maryland, assessed to Edgar W. McKean.  
(4) Certificate No. 1809, 3rd District, Lot 7, Block L, as shown on Plat of Marley Park Beach, Anne Arundel County, Maryland, assessed to Joseph Sherrich.  
(5) Certificate No. 1807, 4th District, Lot or 2.5 Acres situated near Odenton, Anne Arundel County, Maryland, assessed to Nathaniel G. Stevenson and Blanche V. Stevenson, his wife.

THE BILL OF COMPLAINT states among other things that the amounts necessary for the redemption have not been paid, also, more than a year and a day, have expired from the date of tax sales on October 8, 1951.  
IT IS, THEREUPON, this 7th day of October, AD 1953 by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having general circulation in said Anne Arundel County, once a week for four successive weeks, before the 16th day of December, 1953, warning all persons interested in said property to be and appear in this Court by the 16th day of December, 1953 and redeem the property and answer the Bill of Complaint, or thereafter a final decree will be passed foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title free and clear of all encumbrances.  
True Copy:  
JOHN H. HOPKINS, 3rd, Clerk  
Test

O. MEREDITH WILSON  
Severn, Maryland

Plaintiff

VS.

IN EQUITY

NO. 10831

1. ETTA MAE HANIFIN, Edgewater, Maryland  
2. PHILIP A. BAYER and MAE BAYER, his wife, 1011 Hamlin Street, N.E., Washington, D. C.  
3. EDGAR W. McKEAN, 1704 "B" Street, N.E., Washington, D.C.  
4. JOSEPH SHERRICH, Glen Burnie, Maryland  
Defendants

CERTIFICATE OF PUBLICATION

Complainant's Exhibit No. 6

Order of Publication as duly published in The Maryland Gazette, an Anne Arundel County newspaper. Certificate of Publication attached.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1953

We hereby certify, that the annexed

Order of Publication — E.g. 10831

Etta Mae Hanifin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 16th

day of December, 1953. The first

insertion being made the 15th

day of October, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By

Marie Tate

Filed 26 Sept, 1953

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

O. MEREDITH WILSON  
Severn, Maryland

Plaintiff :

IN EQUITY /

vs.

:

NO. 10831

1. ETTA MAE HANIFIN, Edgewater, Maryland
2. PHILIP A. BAYER and MAE BAYER, his wife, 1011 Hamlin Street,  
N.E., Washington, D. C.
3. EDGAR W. MCKEAN, 1704 "B" Street, N.E., Washington, D.C.
4. JOSEPH SHERRICH, Glen Burnie, Maryland

Defendants

: : : : :

REGISTERED LETTER NOTICE AND RETURN

Complainant's Exhibit No. 7

Attached receipt for registered letters, receipt for  
payment and returned card or letter.

Name

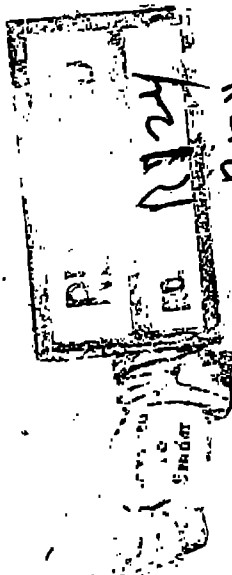
Philip A. Bayer  
Mae Bayer, his wife  
Edgar W. McKean

Registration Number

R-125 -- Card  
R-126 -- Card  
R-124 -- Letter  
returned.

*Filed 26 Sept. 1955*

O. M. WILSON  
BOX 202, ROUTE 1  
SEVERN, MARYLAND



NOV 22 1953

Washington, D.C.

REGISTERED MAIL

RETURN RECEIPT REQUESTED

Return Receipt Requested  
FEE PAID

Mr. Edgar W. McKean  
1704 "B" Street, N.E.  
Washington, D.C.

OCT 30 1953

Return Receipt Requested  
FEE PAID

*for per piece (1)*

10

Form 8811  
Rev. 1-52

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1 Mrs. Mae Bayer  
(Signature or name of addressee)

2 (Signature of addressee's agent. Agent should enter addressee's name on line ONE above)

Date of delivery 11/21/53 19

U. S. GOVERNMENT PRINTING OFFICE 16-13431-3

Form 8811  
Rev. 1-52

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1 Mr. Philip A. Bayer  
(Signature or name of addressee)

2 Mrs. Philip A. Bayer  
(Signature of addressee's agent. Agent should enter addressee's name on line ONE above)

Date of delivery 10-31-53 19

U. S. GOVERNMENT PRINTING OFFICE 16-13431-3

14

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

O. MEREDITH WILSON  
Severn, Maryland

Plaintiff

IN EQUITY

vs.

NO. 10831

1. ETTA MAE HANIFIN, Edgewater, Maryland
2. PHILIP A. BAYER and MAE BAYER, his wife, 1011 Hamlin Street,  
N.E., Washington, D. C.
3. EDGAR W. McKEAN, 1704 "B" Street, N.E., Washington, D.C.
4. JOSEPH SHERRICH, Glen Burnie, Maryland

Defendants

: : : : : :

DECREE PRO CONFESSO

It appearing from the proceedings in this case that the Order of Publication heretofore issued herein has been duly published in The Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Defendants numbered 1, 2, 3, and 4 in the original Bill of Complaint, being Etta Mae Hanifin, Philip A. Bayer and Mae Bayer, his wife, Edgar W. McKean and Joseph Sherrich, respectively, having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is therefore this 27<sup>th</sup> day of September, 1955 by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be, and the same is hereby, taken pro confesso against the Defendants as named above.

Bernard M. Williams  
Judge

*Filed 27 Sept., 1955*

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

O. MEREDITH WILSON  
Severn, Maryland

Plaintiff

IN EQUITY

vs.

NO. 10831

1. ETTA MAE HANIFIN, Edgewater, Maryland
2. PHILIP A. BAYER and MAE BAYER, his wife, 1011 Hamlin Street,  
N.E., Washington, D.C.
3. EDGAR W. McKEAN, 1704 "B" Street, N.E., Washington, D.C.
4. JOSEPH SHERRICH, Glen Burnie, Maryland

Defendants

: : : : :

FINAL DECREE

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 69 to 125 of Article 81 of the Annotated Code of the Public General Laws of Maryland (1951).

It is therefore this 11<sup>th</sup> day of July, 1956, by the Circuit Court for Anne Arundel County, in Equity,  
ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants as numbered 1, 2, 3 and 4 in the original Bill of Complaint or of anyone claiming by descent or alienation in and to the properties described in this proceeding occurring prior to the Decree of Court as having been sold at public auction by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, to the Plaintiff on the 8th day of October, 1951 for the non-payment of taxes, by and the same are hereby foreclosed.

2. That an absolute and indefeasible title to the said property in fee simple free and clear of all encumbrances thereon be vested in the Plaintiff except taxes accruing subsequent to the

**FILED**

1956 JUL 11 PM 4:57

date of sale and public easements to which the property may be subject.

3. That, upon payment to him of any balances that may be due on account of the purchase prices of the properties together with all remaining taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Plaintiff.

4. That the Plaintiff shall pay all remaining costs of this proceeding.

Benjamin Michaelson  
Judge

NO. 11,663 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

PETER PALAZZO  
Box 381  
Defense Highway  
Lanham, Maryland

VS.

JACOB A. COHN  
REBECCA B. COHN  
1427 Eye Street, N.W.  
Washington, D.C.

And all and any persons having or  
claiming to have any interest in the  
property known as part of Lot Number  
6 and Improvements in Block 1 on the  
Plat of North Beach Park, in the  
Eighth Election District of Anne  
Arundel County, Maryland

\* \* \*

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

To The Honorable, the Judges of said Court:

Your Orator, complaining says:

FIRST: That on or about the 11th day of October, 1954,  
the certificate of Tax Sale attached hereto and marked "Complain-  
ant's Exhibit No. 1", was issued by Joseph H. Griscom, Sr.,  
Collector of Taxes for the State of Maryland, and Anne Arundel  
County, to Peter Palazzo which certificate is prayed to be taken as  
part hereof.

SECOND: That the property mentioned in said certifi-  
cate is as follows:

Certificate No. 2503

All that lot designated as a part of lot 6 in Block  
No. 1 on the plat of North Beach Park in the Eighth Election  
District of Anne Arundel County, Maryland. Being the same property  
which was conveyed to Jacob A. Cohn and Rebecca B. Cohn, his wife,  
by Herman E. Burgess and Catherine S. Burgess, his wife, et al by

deed dated December 2, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 195 folio 213, and therein described as follows: All that lot being a part of lot No. 6 in Block No. 1 as laid down on the Plat entitled "North Beach Park, a re-subdivision of Holland Point Addition to North Beach", which said plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W.No. 2 folio 30, the parcel of ground hereby conveyed being described as follows, according to a survey of S. Owings and Son, Surveyors, made in November, 1938, namely: Beginning for the same at a stone driven at the property line of Beach front, 50 feet from the Southeast corner of Burch Avenue and Beach front, running thence along the beach front in a southerly direction 33.33 feet to a stone; thence in a westerly direction 150 feet to a stone, thence in a northerly direction 33.33 feet to a stone; thence in an easterly direction 150 feet to the point of beginning, and assessed on the date of the Collector's Sale to Jacob A. Cohn and Rebecca B. Cohn, whose last known address was 1427 Eye Street, N.W., Washington, D.C. The amount due on the day of sale was \$400.00.

THIRD: The said property has not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FOURTH: The Complainant prays for process directed to the above named respondents, whose last known address is set out with their names after the description of the property.

FIFTH: The Complainant prays for an order of publication directed to all parties in interest in the property.

SIXTH: To redeem the property, it is necessary for the respondents to pay the sum as set out after the description of the property, with interest from October 11, 1954, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Section 90 and 91 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

SEVENTH: The Complainant prays the Court to pass an final decree foreclosing all rights of redemption of the respondents in and to the property described therein.

AND AS IN DUTY BOUND, ETC.,

✓ Peter Palazzo  
Peter Palazzo

Marvin I. Anderson  
Marvin I. Anderson  
20 U-West Street  
Annapolis, Maryland  
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 20<sup>th</sup> day of February in the year Nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Peter Palazze, the Complainant herein, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

Witness my hand and seal Notarial,

Victor B. Oliver  
Notary Public

My commission expires May 4, 1957



N<sup>o</sup> 2503 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11<sup>th</sup> 1954, I sold to Peter Palazzo Box 351 - Defense Hwy - Landham, Md at public auction for the sum of 400.00 Dollars and

Cents, of which 150.36 Dollars has been paid as a deposit on the property in 8<sup>th</sup> Dist described as Part of lot 6 & impd Block 1 - 33x100 as shown on the plat of North Beach Park

and assessed to Jacob A. & Rebecca B. Cohn

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12<sup>th</sup> 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 19 54

Joseph H. Griscom, Sr.  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

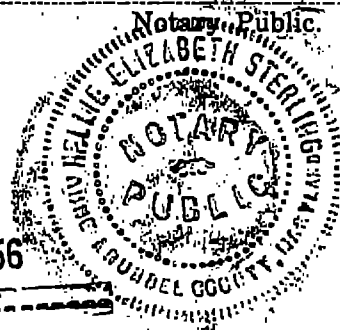
Nellie Elizabeth Sterling  
Notary Public

My Commission Expires May 2, 1955

" Complainant's Exhibit No. 1"  
with Bill of Complaint

FEB 23 1956

Filed



4

Marvin I. Anderson, Solicitor  
20-U West Street, Annapolis, Maryland

No. 71.663 Equity, In the Circuit Court for Anne Arundel County,  
Peter Palazzo vs. Jacob A. Cohn and Rebecca B. Cohn, and any and  
all persons having or claiming to have any interest in the  
property hereinafter described.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure  
of all rights of redemption in the following property situate in  
the Eighth Election District of Anne Arundel County and sold by  
the Collector of Taxes for Anne Arundel County and State of  
Maryland to the Complainant in this proceeding:

ALL that lot of ground designated as a part of lot 6 in  
Block 1 on the plat of North Beach Park, a re-subdivision  
of Holland Point Addition to North Beach", which said plat  
is recorded among the Land Records of Anne Arundel County  
in Plat Book W.N.W.No. 2 folio 30, said lot having a frontage  
on Beach front of 33.33 with a depth therefrom of 150 feet.  
Being the same property which was conveyed to Jacob A. Cohn  
and Rebecca B. Cohn, his wife, by Herman E. Burgess and Catherine  
S. Burgess, his wife, et al. by deed dated December 2, 1938,  
and recorded among the Land Records of Anne Arundel County in  
Liber J.H.H.No. 195 folio 213.

The bill states, among other things, that the amounts  
necessary for redemption have not been paid although more than a  
year and a day from the date of sale have expired.

It is thereupon, this 23rd day of February, 1956,  
by the Circuit Court for Anne Arundel County in Equity ordered  
that notice be given by the insertion of a copy of this order in  
some newspaper having a general circulation in Anne Arundel  
County once a week for four successive weeks, warning all persons  
interested in said property to be and appear in this Court by the

3rd day of May 1956, and redeem the property and  
answer the bill, or thereafter a final decree will be rendered  
foreclosing all rights of redemption in the property and vesting  
in the Complainant a title free and clear of all encumbrances.

TRUE COPY TEST:

George T. Cromwell  
Clerk

Clerk

FEB 23 1956

Filed

MARVIN I. ANDERSON, Solicitor  
20-U West Street  
Annapolis, Maryland  
No. 11,088 Equity, in the Circuit Court  
for Anne Arundel County, vs. *for*  
Palazzo vs. Jacob A. Cohn and Re-  
becca B. Cohn, and any and all  
persons having or claiming to have  
any interest in the property herein-  
after described.

## Order Of Publication

The object of this proceeding is to  
secure the foreclosure of all rights of  
redemption in the following property  
situate in the Eighth Election District  
of Anne Arundel County and sold by  
the Collector of Taxes for Anne Arun-  
del County and State of Maryland  
to the Complainant in this proceeding:  
ALL that lot of ground designated as  
a part of lot 6 in Block 1 on the plat  
of North Beach Park, a re-subdivision  
of "Holland Point Addition to North  
Beach", which said plat is recorded  
among the Land Records of Anne  
Arundel County in Plat Book W.N.W.  
No. 2 folio 30, said lot having a front-  
age on Beach front of 33.83 with a  
depth therefrom of 150 feet. Being the  
same property which was conveyed to  
Jacob A. Cohn and Rebecca B. Cohn,  
his wife, by Herman E. Burgess and  
Catherine S. Burgess, his wife, et al.  
by deed dated December 2, 1938, and  
recorded among the Land Records of  
Anne Arundel County in Liber J.H.H.  
No. 195 folio 213.

The bill states, among other things,  
that the amounts necessary for re-  
demption have not been paid although  
more than a year and a day from the  
date of sale have expired.

It is thereupon, this 23rd day of  
February, 1956, by the Circuit Court  
for Anne Arundel County in Equity  
ordered that notice be given by the  
insertion of a copy of this order in  
some newspaper having a general cir-  
culation in Anne Arundel County once  
a week for four successive weeks, warn-  
ing all persons interested in said prop-  
erty to be and appear in this Court  
by the 3rd day of May, 1956, and re-  
deem the property and answer the  
bill, or thereafter a final decree will  
be rendered foreclosing all rights of  
redemption in the property and vesting  
in the Complainant a title free and  
clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-22

LIBER

97 PAGE 475 OFFICE OF  
**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1956

We hereby certify, that the annexed

Order of Publication  
Eg. 11, 463. "Property"

Jacob A. Cohn

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 3rd

day of May, 1956. The first

insertion being made the 1st day of

March, 1956

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**

1956 MAY 22 1142:55

PETER PALAZZO	:	NO. 11,663 EQUITY
Lanham, Maryland,	:	
	:	IN THE
Plaintiff,	:	CIRCUIT COURT
	:	
vs.	:	FOR
JACOB A. COHN and	:	
REBECCA B. COHN,	:	ANNE ARUNDEL COUNTY
	:	
Defendants	:	
	:	
	:	
	:	

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Peter Palazzo, by Marvin I. Anderson, his attorney, respectfully shows:

1. That the following Non-resident Defendants have neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached:

Jacob A. Cohn  
Rebecca B. Cohn

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Decree Pro Confesso against said Defendants.

**FILED**

1956 MAY 22 PM 12:55

*Marvin I. Anderson*  
Solicitor for Petitioner

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Non-resident Defendants mentioned in Paragraph 1 of said Petition were duly notified by Order of Publication; and that the Order of Publication heretofore issued therein has been fully published in the Maryland, Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland; and both of the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

IT is, thereupon, this 22<sup>d</sup> day of May, 1956,  
by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED,  
ORDERED and DECREED that the said Bill of Complaint be, and the same  
is hereby, taken pro confesso against said Defendants.

Benjamin Nicholas  
Judge

PETER PALAZZO,	:	NO. 11,663 EQUITY
Lanham, Maryland,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
versus	:	FOR
JACOB A. COHN and	:	ANNE ARUNDEL COUNTY
REBECCA B. COHN,	:	
Defendants	:	

: : : : : :

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 69 to 121, of the Annotated Code of Maryland, 1951 Edition.

It is, thereupon, this 30<sup>th</sup> day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all the rights of redemption of the Defendants, Jacob A. Cohn and Rebecca B. Cohn, or of anyone claiming by, from or under them, or either of them, in and to the property described in the Bill of Complaint and Certificate of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.
2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dis-  
sents occurring prior to this decree; as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same is subject) is hereby vested in the Plaintiff.
3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of

**FILED**

1956 JUN 30 PM 12:03

sale, the Treasurer of Anne Arundel County, shall execute a deed conveying said property to Peter Palazzo.

4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

5. That the Plaintiff shall pay the costs of these proceedings.

Benjamin W. Michaelson  
Judge

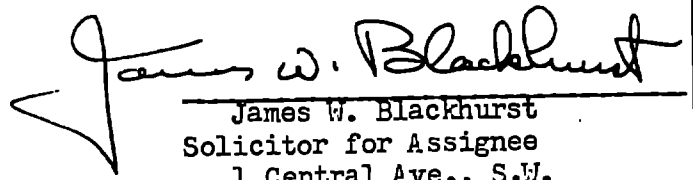
IN THE MATTER OF THE :  
MORTGAGED REAL ESTATE :  
OF ALVIN VERNON ACREE and :  
MARGARET ELEANOR ACREE, his wife. :

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
EQUITY NO. 11,633

.....

Mr. Clerk:

Please docket the above entitled Suit, file the within  
original mortgage and record Assignment thereon.

  
James W. Blackhurst  
Solicitor for Assignee  
1 Central Ave., S.W.  
Glen Burnie, Maryland

Filed JAN 31 1956

THIS MORTGAGE, Made this 21<sup>st</sup> day of January

in the year nineteen hundred and fifty-five

by and between

Alvin Vernon Acree and Margaret Eleanor Acree, his wife,

Mortgagors of the Anne Arundel County

in the State of Maryland, of the first part, and

The J. F. Johnson Lumber Company, a Maryland corporation, Mortgagee, of the second part:

Whereas, the said Mortgagors are bona fide indebted to the Mortgagee in the full and just sum of Four Thousand Three Hundred and Twenty-Three Dollars and Nine Cents (\$4,323.09) for money loaned by the Mortgagee to the Mortgagors, which sum is due and payable one (1) year after date hereof with interest thereon at the rate of six per cent (6%) per annum, principal and interest being payable at the office of the Mortgagee in Glen Burnie, Maryland,

AND it is further agreed that the said Mortgagors shall have the privilege of prepayment.

AND WHEREAS, at the time of the making of said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest thereon shall be secured by the execution hereof.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagee, its successors ~~heirs~~ and assigns,

in fee simple, all those lots or parcels of ground situate and lying in the Third Election District, Anne Arundel/County aforesaid, and described as follows, to wit: ~~Beginning for~~

BEGINNING FOR THE FIRST ~~at daheirgn~~ pipe set on the east side of Greenland Road where the division line between Lots Nos. 158 and 157 intersects the said road; and running from thence and with said Greenland Road, North 06° 43' West 31.72 feet to a pipe; thence with the division line between Lots Nos. 158 and 159, North 59° 32' East 112.78 feet; thence crossing Lot No. 158, South 30° 28' East 50 feet to a pipe set in the division line between Lots Nos. 158 and 157; thence with said division line South 59° 32' West 38 feet; and South 73° West 90.04 feet to the place of beginning.

BEING the same property which was conveyed by Charles Thomas Yearsley, Sr., and Ella Elizabeth Yearsley, his wife, to the within-named Mortgagors by Deed dated October 8, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 541, Folio 505.

BEGINNING FOR THE SECOND and being all those Three (3) lots of ground known and designated as Lots Nos. 26, 27, and 28, of Section 14 of Sunset Beach as shown on a plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. 2, folio 27.



Filed JAN 31 1956

BEING the same property which was conveyed by Henry J. Tarantino and Hannah E. Tarantino, his wife, to the within-named Mortgagors by Deed dated November 30th, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 816, Folio 541.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors heirs and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Four Thousand Three Hundred and Twenty-Three Dollars and Nine Cents (\$4,323.09) ~~dollars~~ and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor s hereby also authorize the said Mortgagee, its personal representatives, or as, or James W. Blackhurst duly authorized Attorney or Agent

of the said Mortgagee, its personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

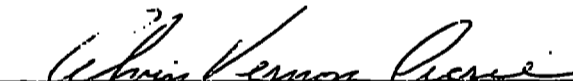
And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its personal representatives or assigns, or James W. Blackhurst their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

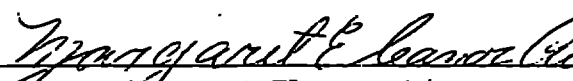
And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

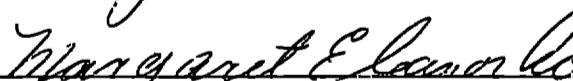
And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Four Thousand Three Hundred and Twenty-Three Dollars and Nine Cents ~~and~~, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to insure to the benefit of the said Mortgagee, its executors, administrators or assigns, to the extent of the lien or claim hereunder.


Witness the hands and seals of the within-named Mortgagors.

TEST:

 [SEAL]  
Alvin Vernon Acree

 [SEAL]  
Margaret Eleanor Acree

 [SEAL]  
Margaret Eleanor Acree

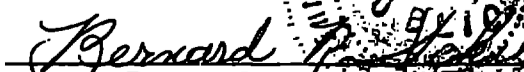
  
Bernard R. Schulz

State of Maryland, ANNE ARUNDEL COUNTY

, ss: LIBER 903 PAGE 119

I Hereby Certify, that on this 2/24 day of January in the year one thousand nine hundred and fifty-five before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Alvin Vernon Acree and Margaret Eleanor Acree, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared V. Larkin Dicus, Secretary-Treasurer of The J. F. Johnson Lumber Company, a body corporate,

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

  
Bernard R. Schulz, Notary Public

Recorded: Feb. 15, 1955 at 10.20 A.M.

January 21, 1936

LIBER

97 PAGE 484

FOR VALUE RECEIVED, we hereby assign the within Mortgage for the purpose of foreclosure to James W. Blackhurst.

WITNESS the signature of Wilmer M. Johnson, President of The J. F. Johnson Lumber Company duly attested to by V. Larkin Dicus, Secretary.

ATTEST:

*V. Larkin Dicus*  
V. Larkin Dicus, Secretary

*Wilmer M. Johnson*  
Wilmer M. Johnson, President

*File in Equity Case No. 11633*

MORTGAGE

FROM

ALVIN VERNON AGREE and

MARGARET ELEANOR AGREE, his wife,

TO

THE J. F. JOHNSON LUMBER COMPANY,  
a body corporate.

BLOCK NO. \_\_\_\_\_

Received for Record *11 Feb.*, 19 *36*  
at *10:20* o'clock *A.* M. Same day recorded  
in Liber *903* No. *903* Folio *116* &c.,  
Land Records of *A.A.C.*

and examined per

*JOHN H. HOPKINS, JR.* Clerk.

Cost of Record, \$ *4.00*

*Sumd.*  
Received for Record *31* Day  
of *Jan* 19 *36* at *10:45* A.M.  
and the same day recorded in Liber  
*903* No. *903* Folio *116* Land  
Records of Anne Arundel County  
GEORGE T. CROMWELL, Clerk

*pd. 100*

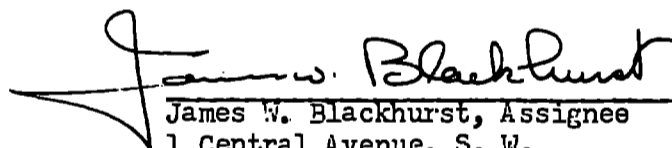
IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF ALVIN VERNON ACREE AND	:	FOR
MARGARET ELEANOR ACREE, his wife.	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. <u>11,633</u>

.....

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The J. F. Johnson Lumber Company, a body corporate, and James W. Blackhurst, Assignee for the purposes of foreclosure of said mortgage, under the Mortgage from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to The J. F. Johnson Lumber Company, a body corporate, dated January 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 903, Folio 116 etc.:

Principal Amount of Mortgage	\$4,323.09
Interest from 1-21-55 to 1-21-56	<u>259.39</u>
Total	\$4,582.48

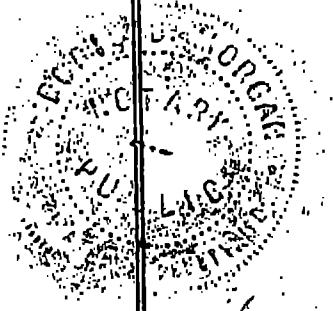
  
 James W. Blackhurst, Assignee  
 1 Central Avenue, S. W.  
 Glen Burnie, Maryland

Filed JAN 31 1956

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

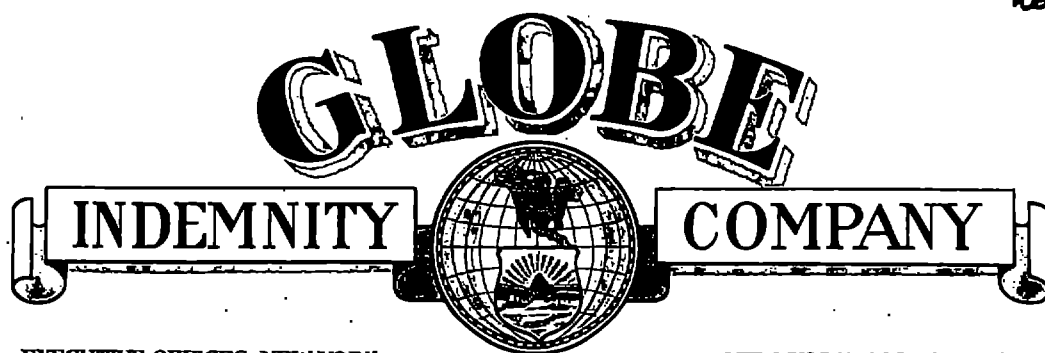
I HEREBY CERTIFY, that on this 26<sup>th</sup> day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES W. BLACKHURST, Assignee of the Mortgage dated January 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 903, Folio 116 etc. from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to The J. F. Johnson Lumber Company, a body corporate, the Complainant in the above-entitled cause, and made oath that the foregoing is a true and just statement of the amount of the Mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid. At the same time also appeared V. Larkin Dicus, Secretary-Treasurer of The J. F. Johnson Lumber Company, a body corporate, and made oath that the foregoing is a true and just statement of the amount of the Mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



Doris B. Morgan  
Doris B. Morgan, Notary Public

7  
Filed JAN 31 1956

No. 11,633  
Equity  
✓

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James W. Blackhurst, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Forty-six Hundred DOLLARS (\$4,600.00), current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of February, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to J. F. Johnson Lumber Company, Equity #11,633, bearing date on or about the 21st day of January, 1955, the said James W. Blackhurst, as Attorney named in mortgage and as Assignee for purpose of foreclosure, is authorized and empowered to make sale of the property described in said mortgage in case default should occur in the principal debt secured by said mortgage or of the interest thereon in whole or in part. AND WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said James W. Blackhurst, as Attorney named in mortgage and as Assignee for purpose of foreclosure, is about to execute said power and make sale of the property described in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden James W. Blackhurst, Principal, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

WITNESS:

Margaret B. Hendrix  
Margaret B. Hendrix as to all

James W. Blackhurst (SEAL)  
James W. Blackhurst, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV  
John H. Hopkins, IV, Attorney in Fact  
George J. Cromwell, Clerk SURETY

Bond approved this 8 Feb. 1956.

Filed FEB 8 1956

JAMES W. BLACKHURST, Solicitor  
1 Central Ave., S.W.  
Glen Burnie, Maryland

# ASSIGNEE'S SALE

OF VALUABLE

## FEE SIMPLE PROPERTY

LOCATED IN THE THIRD ELECTION DISTRICT ON THE SOUTHWEST  
SIDE OF GENEVA ROAD OFF FORT SMALLWOOD ROAD,  
SUNSET BEACH

Under and by virtue of power of sale contained in a Mortgage from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to The J. F. Johnson Lumber Company, a body corporate, dated January 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 903, Folio 116, etc., default having occurred thereunder, which Mortgage has been assigned to James W. Blackhurst, Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

# Friday, March 2nd, 1956

AT 3:30 O'CLOCK P.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEING all those Three (3) Lots of ground known and designated as Lots Nos. 26, 27, and 28, of Section 14 of Sunset Beach as shown on a plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. 2, folio 27.

BEING the same property which was conveyed by Henry J. Tarantino and Hannah E. Tarantino, his wife, to Alvin Vernon Acree and Margaret Eleanor Acree, his wife, by Deed dated November 30th, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 816, Folio 541.

The property is improved by a foundation and floor joist are in.

**TERMS OF SALE:** A deposit of \$300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars apply to

JAMES W. BLACKHURST, Assignee  
1 Central Avenue, S.W.  
Glen Burnie, Maryland

JAMES W. BLACKHURST,  
Assignee.

Filed..... MAR 10 1956

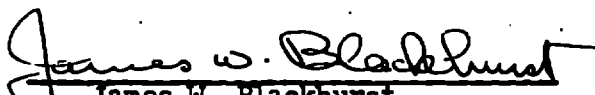
IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF ALVIN VERNON ACREE AND	:	FOR
MARGARET ELEANOR ACREE, his wife.	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 11,633
:.....:		

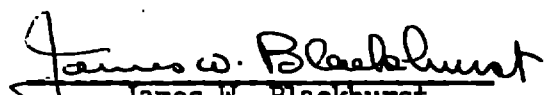
REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of James W. Blackhurst, Assignee of Mortgage dated January 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 903, Folio 116, from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to The J. F. Johnson Lumber Company, a body corporate, which Mortgage is filed in said cause pending, respectfully shows:

1. That after giving Bond, with security for this faithful discharge of his duties, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, said Assignee, did pursuant to said notice, on Friday, March 2nd, 1956, at 3:30 P.M. attend on the premises and then and there sold the fee simple property described in the Mortgage filed in the above-entitled cause, under the power therein conferred on him, which property is fully described in the attached advertisement of sale unto The J. F. Johnson Lumber Company, the highest bidder therefor, at and for the sum of One Thousand Seven Hundred Dollars (\$1,700.00) cash upon ratification of sale.

  
James W. Blackhurst  
Solicitor for Assignee

  
James W. Blackhurst  
Assignee

Filed.....MAR 10 1956

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, That on this 9<sup>th</sup> day of March, 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared James W. Blackhurst, Assignee of Mortgage, filed in above-entitled cause, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.



Doris B. Morgan  
Doris B. Morgan, Notary Public

# ORDER NISI

LIBER 97 PAGE 491

IN THE MATTER OF THE  
MORTGAGED REAL ESTATE

~~VS~~

OF ALVIN VERNON ACREE AND  
MARGARET ELEANOR ACREE, his wife.

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,633 Equity

Ordered, this 10 day of March, 1956, That the sale of the  
Property in these proceedings mentioned,  
made and reported by James W. Blackhurst, Assignee,  
~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16  
day of April next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 16  
day of April next.

The report states that the amount of sales <sup>was</sup> ~~to be~~ \$1700.00.

True Copy,

Filed MAR 10 1956

*George T. Cromwell*, Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE  
MORTGAGED REAL ESTATE

~~VS~~

OF ALVIN VERNON ACREE AND  
MARGARET ELEANOR ACREE, his wife.

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, This 14<sup>th</sup> day of May, 1956,  
that the sale made and reported by the ~~Trustee~~ <sup>Assignee</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> hereby Ratified and Confirmed  
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order  
Nisi, passed in said cause; and the ~~Trustee~~ <sup>Assignee</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

FILED

1956 MAY 15 PM 3:04

*Benjamin Richardson*  
Judge



SAM W. PATTISON & Co.  
General Auctioneers and Appraisers

407 N. HOWARD STREET  
BALTIMORE 1, MARYLAND

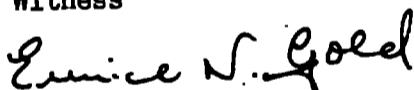
MULBERRY } 5-1320  
              } 5-1321

March 12, 1956

I hereby certify that on March 2, 1956  
I sold at Public Auction, for James W. Blackhurst,  
Assignee, the fee simple property known as Lots Nos.  
26, 27 and 28 of Section 14 of Sunset Beach located  
in the third election district of Anne Arundel County,  
to J. F. Johnson Lumber Company for \$1700.00.

  
Sam W. Pattison Rea

Witness



Filed           MAR 16 1956

SAM W. PATTISON & CO.  
Auctioneers

407 N. Howard Street  
MULberry 5-1320

# Assignee's Sale OF VALUABLE FEE SIMPLE PROPERTY LOCATED IN THE THIRD ELECTION DISTRICT ON THE SOUTHWEST SIDE OF GENEVA ROAD OFF FORT SMALLWOOD ROAD, SUNSET BEACH

Baltimore, March 2, 1956

I have this day purchased at public auction sale from

James W. Blackhurst, Assignee,

the Fee Simple property known as Lots Nos. 26, 27  
and 28 of Section 14 of Sunset Beach

and more particularly described in the annexed advertisement which is made  
part hereof, upon the terms and conditions as set out in said advertisement, for the  
sum of \$1,700.00 Dollars,

of which (\$300.00) Dollars

have been paid on account of the purchase price, receipt of which is hereby acknowl-  
edged, the balance to be paid in cash upon final ratification of sale.

WITNESS:

The J.F. Johnson Lumber Co  
Buyer  
J. Gordon Acree, Treasurer

Buyer

Seller

Seller

Filed MAR 16 1956

Under and by virtue of power of  
sale contained in a Mortgage from  
Alvin Vernon Acree and Margaret  
Eleanor Acree, his wife, to The J. F.  
Johnson Lumber Company, a body  
corporate, dated January 21, 1936, and  
recorded among the Land Records of  
Anne Arundel County in Liber J. H. H.  
No. 908, Folio 110, etc., default having  
occurred thereunder, which Mortgage  
has been assigned to James W. Black-  
hurst, Assignee, for the purpose of  
foreclosure, the undersigned Assignee  
will sell at public auction on the prem-  
ises on

Friday, March 2, 1956  
3:30 O'clock P.M.

All that fee simple property situate,  
lying and being in the Third Election  
District of Anne Arundel County, State  
of Maryland, more particularly de-  
scribed as follows:

BEING all those Three (3) Lots of  
ground known and designated as Lots  
Nos. 26, 27, and 28, of Section 14 of  
Sunset Beach as shown on a plat of  
Sunset Beach filed among the Plat  
Records of Anne Arundel County in  
Plat Book F. S. R. 2, folio 27.

BEING the same property which was  
conveyed by Henry J. Tarantino and  
Hannah E. Tarantino, his wife, to  
Alvin Vernon Acree and Margaret  
Eleanor Acree, his wife, by Deed dated  
November 30th, 1953, and recorded  
among the Land Records of Anne Arun-  
del County in Liber J. H. H. No. 916,  
Folio 541.

The property is improved by a  
foundation and floor joist are in.

TERMS OF SALE: A deposit of  
\$300.00 will be required at the time of  
sale and the balance of the purchase  
money, with interest thereon at the  
rate of six per cent (6%) per annum,  
to be paid in cash upon the final ratifi-  
cation of sale. Taxes, insurance and  
expenses to be adjusted to the date of  
sale.

For further particulars apply to  
JAMES W. BLACKHURST, Assignee,  
1 Central Avenue, S. W.,  
Glen Burnie, Maryland.

JAMES W. BLACKHURST.

Assignee.

SAM W. PATTISON & CO.

Auctioneers.

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

**Order Nisi**IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11633 EQUITYIn The Matter of The  
Mortgaged Real Estate of  
ALVIN VERNON AGREE and  
MARGARET ELEANOR AGREE,  
His wife.Ordered, this 10th day of March,  
1956, That the sale of the Property in  
these proceedings mentioned made and  
reported by James W. Blackhurst, As-  
signee, BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
thereof be shown on or before the 10th  
day of April next; Provided a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 10th day of April next.  
The report states that the amount  
of sale was \$1,700.00.GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.

a-5

**CERTIFICATE OF PUBLICATION**Annapolis, Md., April 11, 1956

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 11,633Alvin Vernon Agree

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 16thday of April, 1956. The firstinsertion being made the 15th day ofMarch, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**No. M.G. 3453 1956 MAY 12 AM 11:30

By

W. J. Tilghman

15'

In the Matter of the  
Mortgaged Real Estate  
of  
~~VSX~~  
Alvin Vernon Acree  
and  
Margaret Eleanor Acree,  
his wife

**In the  
Circuit Court  
For  
Anne Arundel County  
No. 11,633                      Equity**

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

June 30, 1956.

**All of which is respectfully submitted.**

*Karen K. Beckling* Auditor.

**FILED**

1956 JUL -2 PM 12:49

Dr. In the Matter of the Mortgaged Real Estate of Alvin Vernon  
Acree and Margaret Eleanor Acree, his wife

To Assignee for Fee, viz:	100 00	
To Assignee for Commissions, viz:	83 99	183 99
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account	13 50	51 50
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	36 57	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	9 69	
Globe Indemnity Co. - bond premium	18 40	
Sam W. Pattison & Co. - auctioneer's fee	50 00	
Clerk of Court - recording assignment	1 00	
One-half Federal documentary stamps	1 10	
One-half State documentary stamps	1 10	
Doris B. Morgan - notary fees	1 00	132 86
To Assignee for Taxes, viz:		
1955 State and County taxes	6 44	
1956 State and County taxes - adj. 3/2/56	1 08	7 52
To The J. F. Johnson Lumber Co., mortgagee-		
this balance on account mortgage claim	1,338 16	1,338 16
		1,714 03
Amount of mortgage claim filed	4,582 48	
Cr. Amount allowed above	1,338 16	
Balance subject to decree in personam	3,244 32	

with

James W. Blackhurst, Assignee

Cr.

1956

Mar.

2 Proceeds of Sale

1,700 00

Interest on deferred payment of

\$1,400.00 - 61 days

14 03

1,714 03

1,714 03

ORDER NISI

LIBER

97 PAGE 498

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged  
Real Estate of  
VERSUS  
Alvin Vernon Acree

and  
Margaret Eleanor Acree,  
his wife

No. 11,633

Equity.

ORDERED, This 2 day of July, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6  
day of August next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
6 day of August next.

*Filed 2 July, 1956, at 12:49 P.M.*  
*George T. Cromwell, Clerk.*  
In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20 day of August, 1956, that the  
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause  
to the contrary having been shown, and that the ~~proceeds~~ apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

*Benjamin H. Macdonald*  
Judge

*Filed 20 Aug., 1956.*



GORDON STEUART and  
ELISABETH STEUART, his wife

PLAINTIFFS

vs.

BEN S. HILL  
312 Investment Building  
Washington, D. C.,

ARUNDEL-ON-THE-BAY PROPERTIES, INC.  
915 Eye Street, N. W.  
Washington, D. C.,

IRENE LEE LIPSCOMBE  
Richmond  
Virginia,

ELEANOR MARSTON  
Washington, D. C., AND

ALL OTHER PERSONS HAVING OR CLAIMING  
TO HAVE ANY INTEREST IN THE PROPERTY  
CONSISTING OF LOT G, BLOCK 19; LOTS  
G, K, L and M in BLOCK 29; LOTS E, K  
and L, BLOCK 31; LOTS K and L in  
BLOCK 33; LOT F in BLOCK 40; LOTS G,  
H, I and K, BLOCK 57 and LOTS C, D,  
I and K in BLOCK 61, AS SHOWN ON A  
PLAT OF ARUNDEL-ON-THE-BAY, SECOND  
ELECTION DISTRICT, ANNE ARUNDEL  
COUNTY, MARYLAND.

DEFENDANTS

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,731 EQUITY

\* \* \* \* \*

B I L L O F C O M P L A I N T

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That on or about March 27, 1956, the Certificates of Tax Sale attached hereto, were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, in accordance with the provisions of Section 97 of Article 81 of the Annotated Code of Maryland (1951 Edition), and duly assigned to your Orators by the County Commissioners of Anne Arundel County, the purchasers therein, and said Certificates are prayed to be taken as a part hereof.

2. That the properties mentioned in said Certificates are situate in the Second Election District of Anne Arundel County and are particularly described on a Plat of Arundel-on-the-Bay "Revised Plat" by J. Revell Carr,

FILED  
1956 APR 30 PM 2:10

County Surveyor, recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-5, Plat No. 11, as follows:

Certificate No. 2967 - Lot C in Block No. 19, and Lots C, D, I and K in Block No. 61. Being part of the identical lots of ground described less particularly in the said Certificate, and assessed on the date of the Collector's Sale to Arundel-on-the-Bay Properties, Inc., a defunct Maryland corporation, whose last known address was 915 Eye Street, N. W., Washington, D. C. The amount due on the date of the sale was \$673.04.

Certificate No. 2968 - Lots G, K, L and M in Block No. 29; Lots K and L in Block No. 31; Lots K and L in Block No. 33 and Lots G, H, I and K in Block No. 57. Being part of the identical lots of ground described less particularly in the said Certificate, and assessed on the date of the Collector's sale to Ben S. Hill, whose last known address was 312 Investment Building, Washington, D. C. The amount due on the date of the sale was \$48.42.

Certificate No. 2969 - Lot E in Block No. 31. Being the identical lot of ground described less particularly in the said Certificate and assessed on the date of the Collector's sale to Ben S. Hill, whose last known address was 312 Investment Building, Washington, D. C. The amount due on the date of the sale was \$21.17.

Certificate No. 2970 - Lots D, C, I and K in Block No. 61. Being the identical lots of ground, incorrectly described in said Certificate as Lots D, C, J and K in Block No. 61, and being also the identical lots of ground correctly described in Certificate No. 2967 hereinbefore mentioned, and assessed on the date of the Collector's sale to Arundel-on-Bay Properties, Inc., a defunct Maryland corporation, whose last known address was 915 Eye Street, N.W. Washington, D. C. The amount due on the date of the sale was \$21.78.

Certificate No. 2971 - Lot F in Block No. 40. Being one of the lots of ground described less particularly in the said Certificate and assessed on the date of the Collector's sale to Arundel-on-Bay Properties Inc., a defunct Maryland corporation whose last known address was 915 Eye Street, N. W., Washington, D. C. The amount due on the date of the sale was \$18.29.

3. That the title to Lot E in Block No. 31 is clouded by an unreleased Mortgage in the sum of \$500.98, dated May 20, 1935, and recorded among

the Land Records of Anne Arundel County in Liber F.A.M. 139, Folio 303, etc. from Myrtle R. Sutphin to Arundel-on-the-Bay Properties, Inc., and short assigned by mesne assignments to Irene Lee Lipscombe, whose last known whereabouts was Richmond, Virginia.

4. That the title to Lots G, K, L and M in Block No. 29; Lots K and L in Block No. 31; Lots K and L in Block No. 33 and Lots G, H, I and K in Block No. 57, is clouded by an unreleased Mortgage in the sum of \$1,000.00, dated June 6, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. 152, Folio 70, etc. from Ben S. Hill, single; to Eleanor Marston of the City of Washington, District of Columbia.

5. That the aforesaid properties have not been redeemed by any party in interest, although more than one year and one day from the date of the sale has expired.

6. The Plaintiffs pray for an Order of Publication directed to all parties in interest in the hereinbefore described properties.

7. Attached hereto as Exhibits "A" are the aforesaid Certificates of Tax Sale Nos. 2967, 2968, 2969, 2970 and 2971, which are prayed to be made a part hereof.

8. To redeem the properties, it is necessary for the Defendants to pay the sums as set out after the descriptions of each property, with interest from the date of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiffs and any reimbursement due the Plaintiffs under Sections 91 and 109 of Article 81 of the Annotated Code of Maryland (1951 Edition), and amendments thereof.

9. (a) The Plaintiffs pray for process directed to the Defendant, Arundel-on-the-Bay Properties, Inc., to be made on the State Tax Commission, 31 Light Street, Baltimore 2, Maryland, as provided in Article 23, Sections 92 and 93 of the Annotated Code of Maryland (1951 Edition).

(b) The Plaintiffs pray the Court to pass a final Decree foreclosing all rights of redemption of the Defendants in and to the properties described herein.

(c) And for such other and further relief as their case may require.

And as in duty bound, etc.

Gordon Steuart  
Gordon Steuart

Elisabeth Steuart  
Elisabeth Steuart

PLAINTIFFS

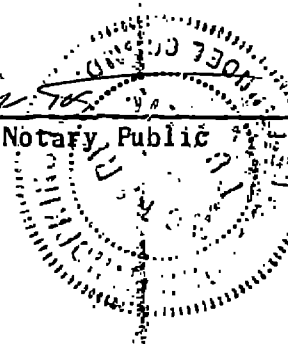
John H. Hopkins, IV  
John H. Hopkins, IV  
Solicitor for Plaintiffs  
15 School Street  
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GORDON STEUART and ELISABETH STEUART, his wife, and they each acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

John H. Hopkins, IV  
John H. Hopkins, IV, Notary Public



N<sup>o</sup> 2967 CERTIFICATE OF TAX SALE

I, Joseph H. Griscornie, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1940, I sold to a a Co. Camm at public auction for the sum of 673 Dollars and 04 Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 2 districts described as Lot D - G Blk 3, Lot H Block 8, Lot I Blk 15, Lot X Blk 17, Lot C Block 19, Lot M Blk 9, Lots B C & M Blk 31, Lot I Blk 39, Lots G, H & X L 'M' Blk 43, Lots C - D - I - X - Blk 61, Arundel - in 15th and assessed to Arundel - on the Bay Properties, Inc.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1941, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 27 day of March 19 56



Joseph H. Griscornie  
Collector.

State of Maryland, Anne Arundel County, Sct: March

I hereby certify, that on this 27 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscornie, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

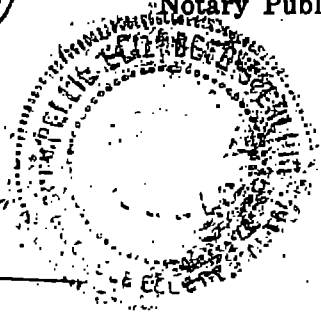
Nellie Elizabeth Lister  
Notary Public

My Commission Expires

May 6, 1957

FILED  
1956 APR 30 PM 3:04

Plaintiffs Exhibit A



LIBER 97 PAGE 505

of the County of Anne Arundel, Maryland, do hereby certify that the within and foregoing Certificate of Tax Sale, bearing date of the 17th day of April, 1956, is a true and correct copy of the original as the same appears of record in the Office of the County Commissioners of Anne Arundel County, Maryland.

FOR VALUE RECEIVED, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest to Lotx C in Block 19 and Lots C, D, I, K in Block 61, Arundel-on-the-Bay, as shown on the foregoing Certificate of Tax Sale, to Gordon Steuart and Elisabeth Steuart, his wife,  
WITNESS: the hand of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, and its corporate seal affixed and attested by its Clerk, this 17th day of April, 1956.

WITNESS:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.

Lucy F. Loskosky  
Lucy F. Loskosky Clerk

By: Ralph L. Lowman  
Ralph L. Lowman - President

FILED  
APR 30 1956

# Nº 2968 CERTIFICATE OF TAX SALE

I, Joseph N. Chismore, <sup>Successor to Joseph H. Depper</sup> Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to a a Co Comm at public auction for the sum of 48 Dollars and

42 Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 2 District described as Lots H-2-L-M  
Block 29, X-L-Block 31, Lots 2, 3  
Block 33, Lots G-H-X-L-M  
Block 57 situated at Annapolis on the Bay  
and assessed to: Bear S. Hill

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 27 day of March 1956

State of Maryland, Anne Arundel County, Sct: March

I hereby certify that on this 27 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Chismore Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
Notary Public.

My Commission Expires May 6, 1957

FILED

T.S. # 53 1956 APR 30 PM 3:04

FOR VALUE RECEIVED, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest to Lots G, K, L, & M in Block 29; K & L in Block 31; K & L in Block 33; and G, H, I, and K in Block 57, Arundel-on-the-Bay, as shown on the foregoing Certificate of Tax Sale, to Gordon Steuart and Elisabeth Steuart, his wife.

WITNESS the hand of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, and its corporate seal affixed and attested by its Clerk, this 17th day of April, 1956.

WITNESS:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

Lucy F. Loskosky  
Lucy F. Loskosky - Clerk

BY Ralph L. Lowman  
Ralph L. Lowman - President



FILED  
APR 18 1956  
2221

N<sup>o</sup> 2969**CERTIFICATE OF TAX SALE**

I, Joseph H. Hruscovski, Successor to James A. Walton  
Collector of Taxes for the State of Maryland and the  
County of Anne Arundel, hereby certify that on October 13, 1942, I sold to AA  
Co. Comm at public auction for the sum of 21 Dollars and

17 Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property  
in 2 District described as Lot E Bk 31, sit-  
uated at Arundel on Bay.

and assessed to

Ben S. Hall

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per-cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1943, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this

27

day of

March1956

Joseph H. Hruscovski  
Collector.

State of Maryland, Anne Arundel County, Sct:

March

I hereby certify, that on this 27 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Hruscovski, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Mellie Elizabeth Sterling  
Notary Public

My Commission Expires

May 6, 1957**FILED**

TS# 1956 APR 30 PM 3:04

FOR VALUE RECEIVED, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale to Gordon Steuart and Elisabeth Steuart, his wife.

WITNESS the hand of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, and its corporate seal affixed and attested by its Clerk, this 17th day of April, 1956.

WITNESS:

*Lucy F. Loskosky*  
Lucy F. Loskosky - Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL  
COUNTY, a body corporate

By: *Ralph L. Lowman*  
Ralph L. Lowman - President

FILED  
APR 18 1956 PM 3:04

# Nº 2970 CERTIFICATE OF TAX SALE

I, Joseph H. Gussow, Successor to James E. Wallace, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1943, I sold to ACC Co. Comm at public auction for the sum of 21 Dollars and

78 Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 2 District described as Lot D-C-2-25  
1366 lot situated at Arundel Bay

and assessed to Arundel on Bay Properties Inc.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1944, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 27 day of March 19 56

Joseph H. Gussow  
Collector.

State of Maryland, Anne Arundel County, Sct: March

I hereby certify, that on this 27 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gussow, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
Notary Public.

My Commission Expires May 6, 1957

**FILED**  
1956 APR 30 PM 3:04



FOR VALUE RECEIVED, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale to Gordon Steuart and Elisabeth Steuart, his wife.

WITNESS the hand of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, and its corporate seal affixed and attested by its Clerk, this 17th day of April, 1956.

WITNESS:

*Lucy F. Loskosky*  
Lucy F. Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.

By: *Ralph L. Lowman*  
Ralph L. Lowman - President



FILED  
APR 18 1956 PM 3:04

Nº 2971 CERTIFICATE OF TAX SALE

I, Joseph H. Griscornu, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1941, I sold to A A Co. Comm at public auction for the sum of 18 Dollars and

29 Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 2 Districts described as Lot C. Block 58, Dist. 1, Block 40, Lot 2 Block 58, situated at Arundel and Bay

and assessed to Arundel on Bay Properties Inc.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1942, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 27 day of March 195

Joseph H. Griscornu  
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 27 day of March, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscornu, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
Notary Public

FILED May 6, 1957  
My Commission Expires APR 30 PM 3:04  
FILED  
1956 APR 30 PM 3:04



FOR VALUE RECEIVED, County Commissioners of Anne Arundel

County, a body corporate, hereby assigns all its right, title and interest

to Lot F, Block 40, Arundel-on-the-Bay, as shown in the foregoing

Certificate of Tax Sale, to Gordon Steuart and Elisabeth Steuart, his wife.

Witness the hand of Ralph L. Lowman, President of County Commissioners.

of Anne Arundel County, a body corporate, and its corporate seal affixed

and attested by its Clerk, this 17th day of April, 1958.

WITNESS:

*Lucy F. Loskosky*  
Lucy F. Loskosky Clerk

COUNTY COMMISSIONERS OF ANNE  
ARUNDEL COUNTY, a body corporate

By: *Ralph L. Lowman*  
Ralph L. Lowman President

FILED  
APR 30 1958

GORDON STEUART and  
ELISABETH STEUART, his wife

PLAINTIFFS

vs.

BEN S. HILL  
312 Investment Building  
Washington, D. C.,

ARUNDEL-ON-THE-BAY PROPERTIES, INC..  
915 Eye Street, N. W.  
Washington, D. C.,

IRENE LEE LIPSCOMBE  
Richmond  
Virginia,

ELEANOR MARSTON  
Washington, D. C., AND

ALL OTHER PERSONS HAVING OR CLAIMING  
TO HAVE ANY INTEREST IN THE PROPERTY  
CONSISTING OF LOT C, BLOCK 19; LOTS  
G, K, L and M in BLOCK 29; LOTS E, K  
and L, BLOCK 31; LOTS K and L in  
BLOCK 33; LOT F in BLOCK 40; LOTS G,  
H, I and K, BLOCK 57 and LOTS C, D,  
I and K in BLOCK 61, AS SHOWN ON A  
PLAT OF ARUNDEL-ON-THE-BAY, SECOND  
ELECTION DISTRICT, ANNE ARUNDEL  
COUNTY, MARYLAND.

DEFENDANTS

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,731 EQUITY

\* \* \* \* \*

# ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners for Anne Arundel County and by mesne assignments to the Plaintiffs in this proceeding.

This property is described as Lot C, Block 19; Lots G, K, L and M, Block 29; Lots E, K and L, Block 31; Lots K and L, Block 33; Lot F, Block 40; Lots G, H, I and K, Block 57 and Lots C, D, I and K, Block 61, all as shown on a plat of Arundel-on-the-Bay, Second Election District, Anne Arundel County, Maryland, recorded among the Plat Records of said County in Flat Cabinet 1, Rod A-5, Plat No. 11.

FILED  
1956 APR 30 PM 2:10

The Bill states among other things that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of the sale has expired, and that the Defendants, Irene Lee Lipscombe and Eleanor Marston, are holders of mortgages secured by some of the property which is the subject matter of this proceeding.

It is thereupon this 30<sup>th</sup> day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the 5<sup>th</sup> day of July, 1956, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

George T. Cromwell  
Clerk

# IN THE CIRCUIT COURT

FOP

ANNE ARUNDEL

COUNTY

NO. 11,731 EQUITY

GORDON STEUART and ELISABETH STEUART, his wife, PLAINTIFFS

Vs.

BEN S. HILL, 513 Investment Building, Washington, D. C.,

ARUNDEL - ON - THE - BAY PROPERTIES, INC., 915 Eye Street, N. W., Washington, D. C.

IRENE LEE LIPSOMBE, Richmond, Virginia,

ELEANOR MARSTON, Washington, D. C., AND

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY CONSISTING OF LOT C, BLOCK 19; LOTS G, K, L and M in BLOCK 20; LOTS E, K and L, BLOCK 31; LOTS K and L in BLOCK 33; LOT F in BLOCK 40; LOTS G, H, I and K, BLOCK 57 and LOTS C, D, I and K in BLOCK 61, AS SHOWN ON A PLAT OF ARUNDEL-ON-THE-BAY, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, DEFENDANTS.

## Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners for Anne Arundel County and by mesne assignments to the Plaintiffs in this proceeding.

This property is described as Lot C, Block 19; Lots G, K, L and M, Block 20; Lots E, K and L, Block 31; Lots K and L, Block 33; Lots F, Block 40; Lots G, H, I and K, Block 57 and Lots C, D, I and K, Block 61, all as shown on a plat of Arundel-on-the-Bay, Second Election District, Anne Arundel County, Maryland, recorded among the Plat Records of said County in Plat Cabinet 1, Rod A-5, Plat No. 11.

The Bill states among other things that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of the sale has expired, and that the Defendants, Irene Lee Lipscombe and Eleanor Marston, are holders of mortgages secured by some of the property which is the subject matter of this proceeding.

It is thereupon this 30th day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the 5th day of July, 1956,

and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-24

LIBER

97 PAGE 516  
OFFICE OF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1956

We hereby certify, that the annexed

Order Publication

Ben S. Hill

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 5th

day of July, 1956. The first

insertion being made the 3rd day of

May, 1956.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1956 AUG -4 AM 10:46 By H. Tilghman

GORDON STEUART and  
ELISABETH STEUART, his wife,

Vs.

BEN S. HILL, ETAL.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,731 EQUITY

\*\*\*\*\*

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

JOHN H. HOPKINS, IV, Solicitor for the Plaintiffs herein, does hereby Certify that on the 4th day of May, 1956, he caused a copy of the Bill of Complaint and the Order of Publication in the above titled cause to be mailed by registered mail, return receipt requested, to the defendants named in this cause at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the returns from the aforementioned registered letters were as follows:

1. That on May 16, 1956, the letter addressed to Mr. Ben S. Hill, 312 Investment Building, Washington, D.C., was returned marked "Moved - Left no Address".
2. That on May 15, 1956, the letter addressed to Arundel-on-the-Bay Properties, Inc., 915 Eye Street, N.W., Washington, D.C., was returned marked, "Unknown - Notice left".
3. That on May 10, 1956, the return receipt for the letter addressed to Mrs. Irene Lee Lipscombe, Richmond, Virginia, was returned signed on May 8, 1956 "Mrs. Irene Lee Lipscombe" by "G. Milton".
4. That on May 15, 1956, the letter addressed to E's Eleanor Marston, Washington, D.C., was returned marked "Not in Directory".

He further certifies that he has checked the Orphans Court Records of Anne Arundel County, the telephone directories of Anne Arundel County and the District of Columbia, and he is unable to locate the defendants, Ben S. Hill, Arundel-on-the-Bay Properties, Inc., or Eleanor Marston, or a record of their estates; that he does not have any other addresses for the said Defendants, nor does he know the names or addresses of the heirs of any of the said defendants

1956 AUG -4 AM 10:46

FILED

12

who may be deceased, nor has he any way of ascertaining same; that he has been advised that Arundel-on-the-Bay Properties, Inc., is a defunct corporation, and he has been unable to ascertain if any officers, directors or stockholders survive who may be trustees of the remaining assets of said Defunct corporation; that your affiant was approached by John B. Wright, Esquire, a local attorney, and advised that Mr. Wright was representing the defendant Irene Lee Lipscombe who desired to redeem Lot "F" in Block "40" represented by Certificate No. 2971, filed as Exhibit in these proceedings; that your affiant furnished Mr. Wright with an itemized statement of the amount necessary for the redemption of said lot; that your affiant was advised today by Mr. Wright that his client did not wish to redeem this lot and that no petition for redemption would be filed by him on behalf of the said Irene Lee Lipscombe.

Witness the hand and seal of the affiant this 3rd day of August, 1956.

John H. Hopkins, IV (SEAL)  
John H. Hopkins, IV  
Solicitor for Plaintiffs

SUBSCRIBED AND SWORN TO before me this 3rd day of August, 1956.

Mary M. Hoff  
Mary M. Hoff Notary Public

GORDON STEUART and  
ELISABETH STEUART, his wife.

Vs.

BEN S. HILL, ET AL.

\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,731 EQUITY

\*  
\*\*\*\*\*

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued in these proceedings having been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, and the defendants, all non-residents, their heirs-at-law, or other persons claiming to have any interest in the properties which are the subject matter of these proceedings, having failed to appear in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 4<sup>th</sup> day of August, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Ben S. Hill, Arundel-on-the-Bay Properties, Inc., Irene Lee Lipscombe, Eleanor Marston, their heirs-at-law and those claiming by, through or under them, and all persons having claim or claiming to have any interest in the properties which is the subject matter of these proceedings.

*Benjamin Michaelson*  
Judge

FILED  
1956 AUG -6 PM 12:41

GORDON STEUART and  
ELISABETH STEUART, his wife  
PLAINTIFFS

IN THE CIRCUIT COURT

FOR

VS.

ANNE ARUNDEL COUNTY

BEN S. HILL, ET AL  
DEFENDANT

NO. 11,731 EQUITY

\* \* \* \* \*

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it is appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the of Annotated Code of Maryland, referring to the foreclosure of the equity/redemption of tax sale property.

It is, thereupon, this 7<sup>th</sup> day of September, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the several Defendants or of anyone claiming by, through or under them, in and to the properties described in this proceeding, be and the same are hereby barred and foreclosed.
2. That an absolute and indefeasible title, in fee simple, to said properties, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiffs.
3. That, upon payment to him of the balances, if any, due, on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Plaintiffs.
4. That the Plaintiffs shall pay the costs of this proceeding.

Benjamin Michaelson  
Judge

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1956 SEP -7 PM 4:13

EDWARD J. MACON, ET AL,

VS.

THE CONTINENTAL REALTY COMPANY,  
ET AL,

To the use of AUGUST W. SCHNEPFE  
and KATHERINE L. SCHNEPFE, his  
wife.

No. 11317 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

WAIVER OF JUDGMENT

Mr. Clerk:

Please enter the judgment in the amount of Five Thousand Three Hundred and Six Dollars and thirty-two cents (\$5,306.32) entered in this case by decree dated December 2, 1955, and entered to the use of August W. Schnepfe and Katherine L. Schnepfe, his wife, by order of this court dated March 16, 1956, waived as to all that piece or parcel of ground containing 2.01 acres, more or less, and more particularly described in a deed from August W. Schnepfe and Katherine L. Schnepfe, his wife to Clem L. King and Louise R. King, his wife, said deed dated May 14, 1955, and recorded among the land records of Anne Arundel County in Liber JHH No. 931, Folio 216

*August W. Schnepfe*  
August W. Schnepfe

*Katherine L. Schnepfe*  
Katherine L. Schnepfe

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1956 AUG 24 AM 11:22

WILLIAM H. KIRKWOOD, JR.

and

ANNA E. KIRKWOOD, his wife,

vs.

LOUIS G. CROCETTI,

and

JENNIE M. CROCETTI, his wife

IN THE  
CIRCUIT COURT  
OF  
BALTIMORE CITY

Docket 95A page 568

11,869 Equity

DECREE

This cause having been filed and the Defendants summoned, a demurrer filed to the Bill of Complaint having been heard and overruled on March 29, 1956 with leave to the Defendants to file and answer said Bill of Complaint within fifteen days, and no answer having been filed or made within said fifteen days a Decree Pro Confesso having been taken against said Defendants on May 4, 1956 and the papers thereupon referred to one of the Examiners of this Court to take testimony to support the allegations of said Bill of Complaint, and said testimony having been taken on May 21, 1956, and thereafter submitted to one of the Masters in Chancery of this Court and the proceedings read and considered;

It is thereupon this *11th* day of June 1956, by the Circuit Court of Baltimore City ADJUDGED, ORDERED and DECREED that there is due and owing from the Defendants, Louis G. Crocetti and Jennie M. Crocetti, unto the Plaintiffs, William H. Kirkwood, Jr., and Anna E. Kirkwood, his wife, the sum of Seventeen Hundred (\$1700.00) Dollars with interest thereon at six per centum, per annum, from the 19th day of July 1954, until paid, and that the said Defendants, Louis G. Crocetti and Jennie M. Crocetti, his wife forthwith pay, or bring into this Court to be paid, unto the said Plaintiffs, William H. Kirkwood, Jr., and Anna E. Kirkwood, his wife, the said sum of Seventeen Hundred (\$1700.00) Dollars, the same being the balance of the purchase money due for the land and premises in the proceedings mentioned, together with interest thereon at six per centum per annum, from July 19, 1954, until so paid or brought in, and the Plaintiffs' cost of suit, to be taxed by the Clerk; and that, upon payment of the aforesaid sum of money with interest and costs as aforesaid, or bringing the same into this Court, the Plaintiffs, by

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a good and sufficient deed, to be executed and acknowledged, by them, agreeable to law, shall convey unto the Defendants and their heirs and assigns the land and premises in the proceedings mentioned and described as sold by said Plaintiffs to the said Defendants, and all the right, title, interest and estate of the Plaintiffs in and to the same.

And it is further ADJUDGED, ORDERED and DECREED that unless the said Defendants shall pay, or bring into this Court to be paid, unto the said Plaintiffs the aforesaid sum of money, with interest and costs as aforesaid, within fifteen days after a copy of this Decree shall be served upon them or left with their Solicitor of Record, the aforesaid lands and premises shall be sold at public auction; that William Edgar Byrd and S. Vannort Chapman, be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows:- they shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by them, and a surety or sureties, to be approved by this Court, in the penalty of Two Thousand (\$2000.00) Dollars, conditioned for the faithful performance of the trust reposed in them, jointly and severally, by this decree, or to be reposed in them by any future decree or order in the premises; they shall then, as such Trustees, proceed to make the said sale, having first given notice by an advertisement inserted once a week for three successive weeks, in one of the daily newspapers published in the City of Baltimore, of the time, place, manner and terms of sale, which terms shall be cash; and, as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting

the costs of this suit, the expenses and charges incident to or required by said sale, including the cost of advertisement and auctioneer's fees, and such commissions to said trustees as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

And it is further ADJUDGED, ORDERED and DECREED that if, after the deduction of the costs of this suit, the expenses and charges incident to said sale, such commissions as shall be allowed to said Trustees as aforesaid, and the distribution of the balance of the money arising from said sale to said Plaintiffs, there shall still remain any sum or portion of the amount found due and owing by the Defendants to the Plaintiffs and unpaid, then, and in that event, leave is hereby granted to the Plaintiffs to file their Petition herein for the entering of a Decree herein in favor of the said Plaintiffs for such unpaid balance against the said Defendants with interest until paid; this Court hereby retaining jurisdiction for the purpose of entering said Decree after notice to the Defendants.

Reuben Oppenheimer  
Judge

The above is a proper Decree to be passed in this case.

\_\_\_\_\_  
Master

Service and receipt of copy acknowledged this

17<sup>th</sup> day of June 1956.

Chas. H. Good

12  
15  
27-

WILLIAM H. KIRKWOOD, Jr. and

ANNA E. KIRKWOOD, his wife

vs.

LOUIS G. CROCETTI, and

JENNIE M. CROCETTI, his wife

IN THE

## CIRCUIT COURT

—OF—

BALTIMORE CITY

11,869 Equity

To The Honorable Judge of the  
Circuit Court of Baltimore City:

The Report of Sale of William Edgar Byrd and S. Vannort Chapman,  
Trustees appointed by the decree in the above entitled cause, to make sale of  
unimproved fee simple property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with  
security for the faithful discharge of their trust as prescribed by said decree, which was  
duly approved, and having given notice of the time, place, manner and terms of sale, by ad-  
vertisements inserted in

The Daily Record

a daily newspaper published in Baltimore City for more than  
three successive weeks preceding the day of sale, said Trustee  
did pursuant to said notice on Friday the 3rd day of August 19 56  
at 3 o'clock P.M. attend on the premises and then and there sold all that  
unimproved, fee simple lot of ground situate in Riviera Beach,  
in the 3rd Election District of Anne Arundel County, Maryland,  
at the northeast corner of Park and Garden Roads, being lots  
Nos. 17 and 18, in section 11, as shown on the Plat of Riviera  
Beach, dated May 23, 1924, and recorded among the Land Records  
of Anne Arundel County in Plat Book W.N.W. No. 3.

The Trustees report that said property was sold for the  
highest and best price he could obtain therefor and that the  
terms of said sale are cash.

That the said property was sold to Albert A. Wish.

That the total amount of said sale is \$1625.00.

William Edgar Byrd

S. Vannort Chapman, Trustees

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 6th day of August 19 56  
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City  
of Baltimore aforesaid, personally appeared William Edgar Byrd and S. Vannort  
Chapman,

Trustees, and made Oath that the  
facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale  
thereby reported was fairly made.

FILED As witness my hand and Notarial Seal,

1956 SEP 13 AM 11:26 (SEAL)  
(PLACE)

Anne M. Crabbe  
Notary Public.

ORDER NISI ON REPORT OF SALES

WILLIAM H. KIRKWOOD, JR., ET AL.

vs.

LOUIS G. CROCETTI, ET AL.

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

11,869 Equity

ORDERED, by the Circuit Court of Baltimore City this 7th day of August, 1956, that the Sale of the property mentioned in these proceedings, made and reported by William Edgar Byrd and S. Vannort Chapman

Trustees be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of September, 1956. Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 31st day of August, 1956.

The Report states the amount of sale to be \$ 1,625.00.

Michael J. Manley

True Copy.

Test Clerk.

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WILLIAM H. KIRKWOOD, JR., ET AL.

vs.

LOUIS G. CROCETTI, ET AL.

IN THE

**CIRCUIT COURT**

—OF—

BALTIMORE CITY

*11,869 Equity*

ORDERED BY THE COURT, This 10th

day of September, 19 56, that the sale made and reported by the

Trustees, on the 7th of August, 1956

aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the  
contrary having been shown, although due notice appears to have been given as required by  
the Order Nisi passed in said cause; and the Trustee<sup>s</sup> allowed the usual commissions and such  
proper expenses as ~~he~~<sup>they</sup> shall produce vouchers for to the Auditor.

Reuben Oppenheimer

**State of Maryland,  
City of Baltimore, ss:**

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that  
the above is a true copy of the original Decree, Report of Sale,  
Order Nisi And Final Order of Ratification

now on file in this office in the cause therein entitled as above



In Testimony Whereof, I hereto set my hand and affix the

seal of the said CIRCUIT COURT, this 10th

day of September A. D., 19 56

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*Henry J. Ripperger*  
Clerk.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,735

FRANKIE WILSON & SONS, INC.  
 a body corporate  
 25 Baltimore Annapolis Blvd. NW  
 Glen Burnie, Maryland  
 Complainant

Vs.

CERTIFICATE NO. 2963 -

NAME	ADDRESS	TAX SALE NUMBER	WOODLAWN HGTS. LOT NOS.	DATE SALE	AMOUNT
EMMA L. FORST or EMMA L. FOESH	710 McCabe Ave. Baltimore, Md.	4095	41-43, Bl. 6	10/14/35	\$29.21
JAMES H. GUNTHER	P.O. Box 69 Halethorpe, Md.	4113	25-27-29-31 Block 15	10/14/35	\$31.07
GEORGE W. DUPES	502 E. 28th St. Baltimore, Md.	4081	2-4, Bl. 15	10/14/35	\$23.54
MATILDA B. ULRICH	1823 Federal St. Baltimore, Md.	4223	21, Bl. 15	10/14/35	\$22.32
JAMES H. HERR FLORENCE HERR	405 W. Saratoga St. Baltimore, Md.	4125	13-15, Bl. 22	10/14/35	\$25.54
EMIL KRAL and BARBARA KRAL c/o Mrs. Mary A. KRAL	1308 Glyndon Ave. Baltimore, Md.	4149	47-49, Bl. 8	10/14/35	\$33.01

CERTIFICATE NO. 2957 -

MARIE VINCENT	1102 S. Carey St. Baltimore, Md.	1634	9-11, Bl. 21	7/22/32	\$40.00
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CERTIFICATE NO. 2954 -

John Milton Herget	Address Unknown	5015	48, Bl. 18	10/9/39	\$14.73
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CERTIFICATE NO. 2956 -

James R. Robertson	RFD, Lansdowne, Md.	1168	50, Bl. 18	9/3/29	\$52.00
WARREN JACKSON	1717 Clifton Ave. Baltimore, Maryland	1144	9, Bl. 24	9/3/29	\$35.00

CERTIFICATE NO. 2953 -

Anna Svehla	721 N. Collington Ave. Baltimore, Md.	4612	48-50-52, Bl. 7	10/10/38	\$18.85
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CERTIFICATE NO. 2958 -

WILLIAM B. SCHWIDEL	440 S. Gilmore St. Baltimore, Md.	1872	17-19, Bl. 15	7/28/32	\$45.00
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CERTIFICATE NO. 2959 -

FREDERICK BUFLER	Address Unknown	2620	8, Bl. 15	10/11/32	\$31.00
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CERTIFICATE NO. 2961 -

LLOYD MASON	620 W. 34th St. Baltimore, Md.	1427	35, Bl. 21	7/22/39	\$23.00
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CERTIFICATE NO. 2962 -

WILLIAM CROW	4909 Catalpa Rd.	3355	30-32, Bl. 16	10/16/36	\$15.33
MARGARET AGNES CROW	Baltimore, Md.				
ANNA STIRSKY	2406 E. Madison St.	3401	48-50, Bl. 8	10/13/36	\$16.40
	Baltimore, Md.				
MARGARET B. WEIDER ANN	2211 24th Street	3412	35, Bl. 15	10/13/36	\$13.67
	Baltimore, Md.				

CERTIFICATE NO. 2964 -

ELLEN BATTY DAYS	S. 31st Street	5762	41-43, Bl. 24	10/14/41	\$25.03
	Miami, Florida				

CERTIFICATE NO. 2952 -

ANNA K. AMENT	32 S. Calverton Rd.	3718	37-39, Bl. 15	10/11/37	\$15.79
	Baltimore, Md.				

CERTIFICATE NO. 1245 -

ANNIE VOMASTEK	Woodlawn Hgts.	2659	10, Bl. 9	10/11/32	\$32.00
	Maryland				
JOHN KENNEDY and	2900 Bl. M. Belvedere	5408	17-22, Bl. 17	10/14/40	\$53.65
CATHERINE I. MAGARITY	Ave. Baltimore, Md.		3-5-7-9-11	"	)
			Bl. 8	"	)
			31-33, Bl. 21	"	)
			13-15, Bl. 23	"	)
			18-20-22, Bl. 16	"	)
LILLIAN D. SHEPHAN	498 Washington Ave.	5421	7, Block 7	10/14/40	\$15.71
	Baltimore, Md.				

CERTIFICATE NO. 2972 -

J.F. HOUCHENS, JR.	625 McCabe Ave.	4134	39-41, Bl. 8		\$23.54
	Baltimore, Md.				

CERTIFICATE NO. 2965

J. GLENN SMITH	c/o J. Smith Auto				
	Supplies, Berlin, Pa.	2270	33-35, Bl. 22	11/14/33	\$32.00

CERTIFICATE NO. 2966 -

IRENE PERCINS	1717 Clifton Ave.	1444	11, Bl. 24	7/22/30	\$23.00
	Baltimore, Md.				

AND all above persons, if living, their heirs and assigns, and any and all persons having or claiming to have an interest in the above described real estate located in the sub-division of Woodlawn Heights, in the Fifth Election District of Anne Arundel County, State of Maryland, all substantially described in Certificates of Tax Sale attached hereto.

RESPONDENTS

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff complaining says:

1.. That by deed dated October 29, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 386, folio 286, C. Albert Hodges, late Treasurer of Anne Arundel County, et als, deeded to Frankie Wilson and she conveyed to Frankie Wilson and Sons, Inc. by deed dated January 4, 1949, and recorded

among the aforesaid Land Records in Liber J.H.H. 507, folio 186 (a certified copy of which deed is filed herewith marked Plaintiff's Exhibit No. 2, and prayed to be read as a part hereof) certain lots, among others, located in Woodlawn Heights, as shown on Plat recorded among the Land Records of Anne Arundel County in Liber G.W. 60, folio 50, in the Fifth Election District of Anne Arundel County and described as follows:

LOT NO.	BLOCK NO.	NAME UNDER WHICH SOLD FOR TAXES	ADDRESS	DATE TAX SALE	AMT.
41-43	6	Emma L. Forst or Emma L. Foesh	710 McCabe Ave. Baltimore, Md.	10/14/35	\$29.21
25-27-29-31	15	James H. Gunther	P.O.Box 69 Halethorpe, Md.	10/14/35	\$31.07
2-4	15	George W. Dupes	502 E. 28th St. Baltimore, Md.	10/14/35	\$23.54
21	15	Matilda B. Ulrich	1823 Federal St. Baltimore, Md.	10/14/35	\$22.32
13-15	22	James H. Herr Florence Herr	405 W. Saratoga St. Baltimore, Md.	10/14/35	\$25.54
47-49	8	Emil Kral and Barbara Kral	1308 Glyndon Ave. Baltimore, Md.	10/14/35	\$33.01
48	18	John Milton Herget	Address Unknown	10/9/39	\$14.73
48-50-52	7	Anna Svehla	721 N. Collington Ave. Baltimore, Md.	10/10/38	\$18.85
30-32	16	William Crow Margaret Agnes Crow	4909 Catalpa Rd. Baltimore, Md.	10/16/36	\$15.23
48-50	8	Anna Stirsky	2406 E. Madison St. Baltimore, Md.	10/13/36	\$16.40
35	15	Margaret B. Weidemann	2211 24th St. Baltimore, Md.	10/13/36	\$13.67
41-43	24	Ellen Batty Mays	S. 31st Street Miami, Florida	10/14/41	\$25.03
37-39	15	Anna K. Ament	32 S. Calverton Rd. Baltimore, Md.	10/11/37	\$15.79
10	9	Annie Vomastek	Woodlawn Hgts. Maryland	10/11/32	\$32.00
17-22	17	John Kennedy and Catherine I. Magarity	2900 B. W. Belvedere Ave. Balto. Md.	10/14/40)	\$53.65
3-5-7-9-11	21	"		10/14/40)	
31-33	21	"		10/14/40)	
13-15	23	"		10/14/40)	
18-20-22	16	"		10/14/40)	
7	7	Lillian D. Sheehan	498 Washington Ave. Baltimore, Md.	10/14/40	\$15.71
39-41	8	J.F. Houchens	625 McCabe Ave. Baltimore, Md.		\$23.54

a copy of which first mentioned deed is attached hereto, marked Plaintiff's Exhibit No. 1 and prayed to be read as a part hereof.

2. By deed dated January 4, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. 400, folio 412, C. Albert Hodges, late County Treasurer et als, conveyed to Frankie Wilson, and she conveyed to Frankie Wilson and Sons, Inc., by deed dated January 4, 1949, recorded among the aforesaid Land Records in Liber J.H.H. 507, folio 186 (a Certified copy of which deed is attached hereto marked Plaintiff's Exhibit No. 2 and prayed to be read as a part hereof) certain lots, among others, located in Woodlawn Heights, in the Fifth Election District of Anne Arundel County, as shown on the aforementioned plat and described as follows:

LOT NO.	BLOCK	NAME UNDER WHICH SOLD FOR TAXES	ADDRESS	DATE TAX SALE	AMOUNT
8	15	Frederick Buelmer	Address unknown. Baltimore, Md.	10/11/32	\$31.00
17-19	15	William H. Scheidel	440 S. Gilmer St. Baltimore, Md.	7/28/32	\$45.00
50	18	James R. Robertson	R.F.D. Lansdowne, Md.	9/3/29	\$52.00
9-11	21	Mamie Vincent	1102 S. Carey St. Baltimore, Md.	7/22/32	\$40.00
35	21	Lloyd Mason	620 W. 34th Street Baltimore, Md.	7/22/39	\$23.00
33-35	22	J. Glenn Smith	Berlin, Penna.	11/14/33	\$32.00
11	24	Irene Perkins	1717 Clifton Ave. Baltimore, Md.	7/22/30	\$23.00
9	24	Warren Jackson	1717 Clifton Ave. Baltimore, Md.	9/3/29	\$35.00

a copy of which first mentioned deed is attached hereto marked Plaintiff's Exhibit No. 3 and prayed to be read as a part hereof.

3. By deed dated December 13, 1943, the County Commissioners of Anne Arundel County conveyed, among other lots, to Frankie Wilson, Lot 10, Block 9, Woodlawn Heights, as shown on Plat recorded among the Land Records of Anne Arundel County in Liber G.W. 60, folio 50, which deed is recorded among the aforesaid Land Records in Liber J.H.H. 295, folio 400, the original of which deed is filed herewith marked Plaintiff's Exhibit No. 4 and prayed to be taken as a part hereof.

4. By deed dated January 4, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 507, folio 186 the said Frankie Wilson conveyed Lot 10, Block 9, Woodlawn Heights, among others, to Frankie Wilson and Sons, Inc., a certified copy of which deed is attached hereto and marked Complainant's Exhibit No. 2, and prayed to be read as a part hereof.

5. That on January 12, 1956, Joseph H. Griscom, Sr. Treasurer of Anne Arundel County issued Certificate of Tax Sale No. 1245 to the County Commissioners of Anne Arundel County, which Certificate is filed herewith marked Plaintiff's Exhibit No. 5 and prayed to be taken as a part hereof.

6. That Lot No. 2, no block number was erroneously sold instead of Lots 39 and 41, Block 8, Woodlawn Heights. The only conveyance to J. F. Houchens, Jr. is deed dated June 10, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. 73, folio 4, by the Arundel Realty Company covering Lots 39 and 41 Block 8, Woodlawn Heights.

7. That on March 19, 1956, Joseph H. Wiscom, Jr., present Treasurer of Anne Arundel County issued Certificates of Tax Sale Numbers 2963, 2957, 2954, 2956, 2953, 2958, 2959, 2961, 2962, 2964, 2952, 2960, 2965, 2966 and 2972 to the County Commissioners of Anne Arundel County in accordance with Article 81, Sections 82-83 of the Annotated Code of Maryland (1951 Supplement) as amended, said Certificates by proper assignment were transferred to the Complainant herein, and are attached hereto marked Complainant's Exhibits Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 respectively and prayed to be read as a part hereof.

8. That on the respective dates of the Tax Sales by the Collector and Treasurer, said lots were assessed to the respective parties as above mentioned and owned by them on those dates, according to the Tax Records of Anne Arundel County, Equity and Orphans Court Records of said County, and the titles to the above mentioned lots were vested in the respective parties on the dates of sale mentioned in said Certificates.

9. To redeem these properties it is necessary for the Defendants to pay the respective sums set out opposite their names and addresses covering the particular lots assessed to them, with interest from the date of said sale, and all penalties accruing subsequent to the dates of sale, and reimburse the Complainant for said amounts due under Sections 92-93-94, 108 and 109 of Article 81 of the Annotated Cod of Maryland (1951 Supplement) as amended.

10. Some of the Defendants are non-residents of the State of Maryland.

11. Said properties have not been redeemed by any of the parties of interest although more than a year and a day from the date of sale has expired.

12. The Complainant prays for process directed to the above mentioned Defendants at the last known address of each of the Defendants.

13. The Complainant prays for an Order of Publication directed to all parties of interest.

14. The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the Defendants in and to said property.

15. And for further relief as the case may require.

AND, as in duty bound, etc.

Frankie Wilson  
Frankie Wilson, Solicitor for Complainant  
25 Baltimore Banapolis Blvd. N.E.  
Glen Burnie, Maryland

Walton D. Wilson  
Walton D. Wilson, Vice-President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY that on this 23<sup>RD</sup> day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walton D. Wilson, Vice-President of Frankie Wilson and Sons, Inc. Plaintiff in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts set forth in the same are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Mary Margaret Forsyth  
MARY MARGARET FORSYTH Notary Public

THIS DEED, Made this <sup>October</sup> 29 day of ~~September~~, in the year one thousand nine hundred and forty-six, by C. Albert Hodges and Joseph H. Pepper, late county treasurers of Anne Arundel County, and Thomas W. Davis, Treasurer of said County, of the first part, and the County Commissioners of Anne Arundel County, a body corporate, of the second part, and Frankie Wilson, of the same County and State, of the third part.

WHEREAS default having occurred in the payment of state, county and school taxes, due and owing on the properties hereinafter mentioned, the then county collector of state, county and school taxes, under and by virtue of the provisions of the laws of the State of Maryland, in compliance with the duties thereof imposed upon him, having first complied with all of the provisions of the law in relation thereto, proceeded to and did sell the hereinafter described properties to enforce the payment of said taxes so in default, and

WHEREAS the then county treasurer, as aforesaid, sold the properties hereinafter described at public sale to the County Commissioners of Anne Arundel County, and said Commissioners have since sold same unto Frankie Wilson, and

WHEREAS, the said sales were duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found legal and the provisions of the law complied with, orders nisi were duly passed thereon, and

WHEREAS, after the publications of said orders nisi, as required by law, the said sales were finally ratified and confirmed by the said Circuit Court, and the then county treasurer, as aforesaid, is authorized by law to execute this deed, and

WHEREAS, John M. Green, one of the late treasurers of Anne Arundel County, departed this life during his term as treasurer and James A. Walton was duly appointed and qualified as his successor; and whereas James A. Walton also departed this life during his term as treasurer of Anne Arundel County, and Thomas W. Davis was duly appointed and qualified as his successor, and the said Thomas W. Davis is authorized, according to law, to execute this deed, all of which will appear in more detail by reference to the following tax sale proceedings recorded in the Circuit Court for Anne Arundel County:

No. 4176, "In the Matter of Tax Sale of the Land of Frank and Katie Packolik"

No. 4134, "In the Matter of Tax Sale of the Land of J. F. Houchens, Jr."

No. 4125, "In the Matter of Tax Sale of the Land of James H. Kerr."

Filed  
1956 May-1 PM 12:03

- No. 4095, "In the Matter of Tax Sale of the Land of Emma L. Foesh"
- No. 4070, "In the Matter of Tax Sale of the Land of Maurice L. Clancy"
- No. 4612, "In the Matter of Tax Sale of the Land of Anna Svehle"
- No. 5408, "In the Matter of Tax Sale of the Land of John Kennedy and Catherine Magarity"
- No. 3363, "In the Matter of Tax Sale of the Land of John T. Friend"
- No. 3356, "In the Matter of Tax Sale of the Land of Howard Y. Cromwell"
- No. 4208, "In the Matter of Tax Sale of the Land of George Spoerke"
- No. 4209, "In the Matter of Tax Sale of the Land of Henry O. Spoerke"
- No. 4152, "In the Matter of Tax Sale of the Land of Frank G. LaBarre"
- No. 4130, "In the Matter of Tax Sale of the Land of Henry Hine"
- No. 4052, "In the Matter of Tax Sale of the Land of August Borleis"
- No. 5421, "In the Matter of Tax Sale of the Land of Lillian D. Sheehan"
- No. 3401, "In the Matter of Tax Sale of the Land of Anna Stirskey"
- No. 4183, "In the Matter of Tax Sale of the Land of James Primus"
- No. 4149, "In the Matter of Tax Sale of the Land of Emil and Barbara Kral"
- No. 3754, "In the Matter of Tax Sale of the Land of Frank Safranek and Fattie Safranek, his wife, and Bessie Prochazka"
- No. 4113, "In the Matter of Tax Sale of the Land of James H. Gunther"
- No. 4182, "In the Matter of Tax Sale of the Land of John J. Pratt"
- No. 3412, "In the Matter of Tax Sale of the Land of Margaret B. C. Weidemann"
- No. 4223, "In the Matter of Tax Sale of the Land of Matilda B. Ulrich"
- No. 4236, "In the Matter of Tax Sale of the Land of George Zerowski"
- No. 3718, "In the Matter of Tax Sale of the Land of Anna K. Ament"
- No. 3755, "In the Matter of Tax Sale of the Land of Rudolph and Catherine E. Schmidt"
- No. 4081, "In the Matter of Tax Sale of the Land of George W. Dupes"
- No. 4122, "In the Matter of Tax Sale of the Land of Frederick W. Hazell"
- No. 4173, "In the Matter of Tax Sale of the Land of Harry W. Osborn"
- No. 4172, "In the Matter of Tax Sale of the Land of Clara J. Osborn"
- No. 1147, "In the matter of Tax Sale of the Land of John H. Jones."
- No. 4191, "In the Matter of Tax Sale of the Land of E. G. Robinson"
- No. 3355, "In the Matter of Tax Sale of the Land of William N. R. Crow"
- No. 4096, "In the Matter of Tax Sale of the Land of Samuel S. Foxwell"
- No. 3343, "In the Matter of Tax Sale of the Land of Mrs. Claudea Banner"
- No. 3342, "In the Matter of Tax Sale of the Land of Maurice L. Banner"
- No. 4187, "In the Matter of Tax Sale of the Land of Louis W. and Frances W. Ricker."

- No. 4089, "In the Matter of Tax Sale of the Land of George and Jennie May Fioke"  
 No. 4047, "In the Matter of Tax Sale of the Land of Jacob **Banner**."  
 No. 5015, "In the Matter of Tax Sale of the Land of R. Milton herget"  
 No. 3408, "In the Matter of Tax Sale of the Land of Louis C. Fiedmann"  
 No. 3410, "In the Matter of Tax Sale of the Land of John P.H. and Caroline Fied-  
 mann"  
 No. 5762, "In the Matter of Tax Sale of the Land of Ellen Batty Mays"  
 No. 3373, "In the Matter of Tax Sale of the Land of Sylvan R. Hocht"

NOW, THEREFORE, This Deed witnesseth, That for and in consideration of the sum of five dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first and second parts do hereby grant and convey unto the said Frankie Wilson, her heirs and assigns, in fee simple, all those lots, pieces or parcels of land situate and lying in the Fifth District of Anne Arundel County, and designated as follows:

Lots 34 and 36, Block 8 Woodlawn Heights. See deed from Arundel Realty Company to Frank Paokolik and Katie Paokolik, his wife, recorded among Land Records of Anne Arundel County in Liber G.W. No. 73, folio 34.

Lots 39 and 41, Block 8 Woodlawn Heights. See deed from Arundel Realty Company to J. F. Houohens, Jr., recorded in aforesaid Land Records in Liber G.W. No. 73, folio 4.

Lots 13 and 15, Block 22 Woodlawn Heights. See deed, dated April 22, 1911, from Arundel Realty Company to James H. Herr and Florence R. Herr, his wife, recorded among aforesaid Land Records in Liber G.W. No. 73, folio 50.

Lots Nos. 41 and 43, Block 6 Woodlawn Heights. See deed, dated April 28, 1909, from Arundel Realty Company to Emma L. Foesh, and recorded among aforesaid Land Records in Liber G.W. No. 73, folio 28.

Lot No. 53 Ferndale Farms, as shown on Plat filed in Cabinet 2, Rod B-7, folio 63-A. See deed from Ferndale Development Company to Maurice L. Clancey and Sarah C. Clancey; recorded among aforesaid Land Records in Liber G.W. No. 126, folio 453.

Lots Nos. 48, 50 and 52, Block 7 Woodlawn Heights. See deed, recorded among aforesaid Land Records in Liber G.W. No. 61, folio 298, to Anna Svehla.

Lots Nos. 3, 5, 7, 9, and 11, Block 8, Woodlawn Heights

Lots Nos. 31 and 33, Block 21	"	"
Lots Nos. 17, 18, 19, 20, 21 and 22, Block 17	"	"
Lots Nos. 18, 20, 22, Block 16	"	"
Lots 13 and 15, Block 23	"	"

See deed from County Commissioners of Anne Arundel County to John Kennedy and Catherine Irene Magarity, dated October 25, 1938, and recorded among aforesaid Land Records in Liber F.S.R. No. 191, folio 473.

✓ Lot No. 37, block 22 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 73, folio 9, to John T. Friend.

✓ Lots Nos. 31, 33 and 35, Block 16 Woodlawn Heights. See deed from Maryland Electric Railways Company, et als. to Howard Y. Cromwell, recorded among aforesaid Land Records in Liber G.W. No. 66, folio 264.

✓ Lot No. 9, Block 22 Woodlawn Heights, as assessed to George Spoerke.

✓ Lots Nos. 44 and 46, Block 15 Woodlawn Heights. See deed, dated January 5, 1912 from Arundel Realty Company to Harry O. Spoerke, recorded among aforesaid Land Records in Liber G.W. No. 73, folio 57.

✓ Lots Nos. 2 and 4, Block 2 Woodlawn Heights. See deed, dated April 22, 1911 from Arundel Realty Company to Samuel E. LaBarrer, recorded among aforesaid Land Records in Liber G.W. No. 73, folio 52.

✓ Lot No. 22, block 6 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 66, folio 324, to Henry Hine.

✓ Lot No. 24, Block 6 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 66, folio 332 to August Borlein.

✓ Lot No. 7, Block 7 Woodlawn Heights. See deed from Arundel Realty Company to Lillian D. Sheehan, dated June 15, 1912, and recorded among aforesaid Land Records in Liber G.W. No. 73, folio 64.

✓ Lots Nos. 48 and 50, Block 8 Woodlawn Heights. See deed to Anna Stirsky recorded among aforesaid Land Records in Liber G.W. No. 61, folio 147.

✓ Lots Nos. 38 and 40, Block 8 Woodlawn Heights. See deed dated October 28, 1909, and recorded among aforesaid Land Records in Liber G.W. No. 73, folio 39, from Arundel Realty Company to James and Elizabeth Primus.

✓ Lots Nos. 47 and 49, Block 8 Woodlawn Heights. See deed dated August 24, 1912, and recorded among aforesaid Land Records in Liber G.W. No. 92, folio 164, was conveyed by Frank Svec and Tekla Svec to Emil Kral and Barbara Kral, his wife.

✓ Lots Nos. 51, 53 and 55, Block 8 Woodlawn Heights. See deed from James F. Klecka to Frank Safranek and Hattie Safranek, his wife, and Bessie Prochazka, recorded among aforesaid Land Records in Liber G.W. No. 126, folio 367.

✓ Lots Nos. 25, 27, 29 and 31, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 61, folio 101, to H. F. Gunther.

✓ Lots 14 and 16, Block 15 Woodlawn Heights. See deed dated July 9, 1925, recorded among aforesaid Land Records in Liber G.W. No. 1, folio 108 to John J. Pratt.

✓ Lot No. 21, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber F.S.R. No. 89, folio 256 from Elizabeth Richter and husband to Matilda J. Ulrich.

✓ Lot No. 35, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 66, folio 304, to Walter L. Weidemann.

✓ Lots Nos. 32, 34, 36, 38 and 40, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G. W. No. 66, folio 362 to George Zerowski.

✓ Lots Nos. 37 and 39, Block 15 Woodlawn Heights. See deed from John J. Dorsey and wife to Anna K. Ament, recorded among aforesaid Land Records in Liber G.W. No. 109, folio 120.

✓ Lots 42 and 48, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 90, folio 311 to Rudolph and Catherine E. Schmidt.

✓ Lots 2 and 4 Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 67, folio 159 from George S. Way, et al. to George W. Dupes.

✓ Lots Nos. 53 and 55 Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber W.N.W. No. 38, folio 145, to Frederick W. Hazel.

✓ Lots Nos. 38 and 40 Block 16 Woodlawn Heights. See deed from Arthur B. Connolly to Harry W. Osborn, recorded among aforesaid Land Records in Liber G.W. No. 70, folio 261.

✓ Lots Nos. 42 and 44, Block 16 Woodlawn Heights. See deed from Arthur B. Connolly to Clara J. Osborn, recorded among aforesaid Land Records in Liber G. W. No. 70, folio 262.

✓ Lot No. 37, Block 16 Woodlawn Heights, assessed in name of John H. Jones.

✓ Lots Nos. 21, 23, 25, 27 and 29, Block 16 Woodlawn Heights, assessed in name of A. G. Robinson. See deed, recorded G.W. No. 70, folio 337. See Will RECORDED REGISTERED IN THE ANNE ARUNDEL COUNTY DEEDS OFFICE

✓ Lots 5 and 7 Block 22 Woodlawn Heights. See deed, dated January 11, 1917, from William H. Crow to William H. R. Crow and Margaret Agnes Crow, his wife, recorded among aforesaid Land Records in Liber G.W. No. 73, folio 29.

Lots Nos. 49, 51, 53 and 55 Block 16 Woodlawn Heights. See deeds recorded among aforesaid Land Records in Libers G.W. No. 64, folio 157 and G.W. No. 66, folio 283.

✓ Lots <sup>2, 4,</sup> 6, 8 and 10, Block 17 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 70, folio 12. *Also G.W. 68, Folio 280.*

Lots 17 and 19, Block 16 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 64, folio 496.

Lots 39 and 41, Block 17 Woodlawn Heights. See deed from Annie M. Schul and husband to Louis W. and Frances M. Ricker, recorded among aforesaid Land Records in Liber F.S.R. No. 90, folio 253.

Lots 51, 53, 55 Block 17 Woodlawn Heights. See deed from William B. Wilson et al. to George Fioke and Jennie May Fioke, his wife, recorded among aforesaid Land Records in Liber W.L.B. No. 16, folio 237.

✓ Lots 2 and 4, Block 17 Woodlawn Heights. See deed from **Electric Railways Maryland/ Company, et al.** to Jacob. **Banner** recorded among aforesaid Land Records in Liber G.W. No. 68, folio 280.

✓ Lot No. 48, Block 18 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber W.N.W. No. 49, folio 112 to John Herget.

✓ Lot No. 11, Block 22 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G.W. No. 73, folio 47 to Louis C. Fiedmann.

Lots Nos. 41, 42, 43 and 44, Block 23 Woodlawn Heights. See deeds recorded among aforesaid Land Records in Libers G.W. No. 60, folio 495 and G.W. 61, folio 411.

✓ Lots Nos. 41 and 43, Block 24 Woodlawn Heights. See deed from Francis E. Mays to Ellen Batty Mays, recorded among aforesaid Land Records in Liber G.W. No. 73, folio 30. *AND J.H.M. 200, Folio 212*

✓ Lots Nos. 24, 26 and 28, Block 15 Woodlawn Heights. See deeds recorded among aforesaid Land Records in Liber G.W. 114, folio 1 and G.W. No. 99, folio 425 to Sylvan R. Hecht and Margaret S. Hecht, his wife.

AND the said County Commissioners of Anne Arundel County do further grant and convey all of its right, title and interest in and to the following lots of ground unto the said Frankie Wilson, her heirs and assigns, in fee simple:

✓ Lots Nos. 1 and 3, Block 12 Woodlawn Heights. See deed, from Arundel Realty Company to Clarence H. Kerr, recorded among aforesaid Land Records in Liber G.W. 124, folio 437.

Lots 2 and 4, Block 9 Woodlawn Heights, as assessed in acreage to Arundel Realty Company in 1909 and afterwards. See deed from Maryland Electric Railways Company to said Arundel Realty Company recorded among aforesaid Land Records in Liber G.W. No. 70, folio 462. ALL WOODLAWN HEIGHTS LOTS PER PLAT RECORDED AFORESAID LAND RECORDS LIBER G W 60, FOLIO 50.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging, or appertaining, unto and to the proper use and benefit of the said Frankie Wilson, her heirs and assigns, in fee simple.

Witness the hands and seals of the parties of the first part, together with the signature of the President of the County Commissioners of Anne Arundel County, and its corporate seal.

TEST:

*Theodore T. Pantaleo*  
THEODORE T. PANTALEO

*C. Albert Hodges* (SEAL)  
C. Albert Hodges, Late Treasurer.

*Joseph H. Pepper* (SEAL)  
Joseph H. Pepper, Late Treasurer.

*Thomas W. Davis* (SEAL)  
Thomas W. Davis, -- Treasurer

THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By *John J. Levay* President.  
Corporation's Seal)

MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 29 day of <sup>October</sup> September, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Albert Hodges, Joseph H. Pepper, late county treasurers, Thomas W. Davis, present Treasurer, of Anne Arundel County, and John J. Levay, President of the County Commissioners, as aforesaid, and each acknowledged the foregoing deed to be their act, and John J. Levay further made oath in due form of law that he is the duly authorized agent of said County Commissioners to execute this deed.

IN WITNESS my hand and Notarial Seal.

*Theodore T. Pantaleo*  
THEODORE T. PANTALEO Notary Public

#1  
Ex

OK

W.H. Riley  
Assessment

D E E DEX  
CO DEC 31 1946  
FROM THOMAS W. DAVIS

C. ALBERT HODGES,  
JOSEPH H. PEPPER,  
THOMAS W. DAVIS  
and

COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

to

FRANKIE WILSON

This property owned by  
this decedent has been trans-  
ferred as provided by act  
of 1920

I hereby certify  
K

V

5th District Anne Arundel County, Md.,  
Woodlawn Heights lots

Approved: 9/10/46

Benjamin Wicks  
Council to Board

Oct 46 11:30 A

386 286

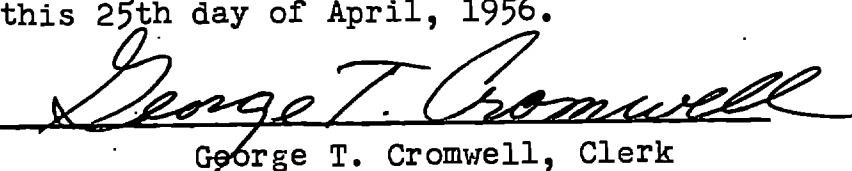
Frankie Wilson

Frankie Wilson  
Attorney at Law  
Linthicum Heights, Maryland

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is a true copy, per photostat, as recorded in Liber J.H.H. No. 386, folio 286, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 25th day of April, 1956.

  
George T. Cromwell, Clerk



6 STAMPS  
REQUIRED

Frankie Wilson

THIS DEED, Made this 4th day of January, in the year one thousand nine hundred and forty-nine, by Frankie Wilson (widow) of Anne Arundel County, in the State of Maryland, of the first part, GRANTOR, and Frankie Wilson & Sons, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, of the second part, GRANTEE.

WITNESSETH, That in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Frankie Wilson does hereby grant and convey unto said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple, all those tracts or lots of ground situate and lying in Anne Arundel County, in the State of Maryland, described in the following deeds:

Patapsco Park:

Deed Dated	From	To	Recorded		Folio
			Liber	No.	
December 7, 1946	The Patapsco Park Land Co.	Frankie Wilson	JHH	389	277
June 9, 1948	" " " " "	"	JHH	485	475
January 31, 1945	Joseph Morris, et als.	"	JHH	321	476
June 16, 1942	Earle Lipchin and wife	"	JHH	262	111
May 11, 1942	Harry A. Smuok and wife	"	JHH	259	239
September 30, 1944	Alice Johnson Brooks, et al.	"	JHH	316	374
January 31, 1944	Nannie W. Brown	"	JHH	300,	260
March 29, 1945	Aaron Strauss and wife	"	JHH	327	386
August 1, 1944	Atlantic Mill & Lumber Realty Corporation	"	JHH	313	109
June 9, 1945	Kenneth House and wife	"	JHH	333	232
September 17, 1941	County Commissioners A.A.Co.	"	JHH	245	525
August 30, 1939	" " " " "	"	JHH	207	193
June 13, 1940	" " " " "	"	JHH	220	68
November 27, 1940	" " " " "	"	JHH	231	98
December 16, 1940	" " " " "	"	JHH	229	425
July 29, 1942	" " " " "	"	JHH	266	91
October 29, 1946	" " " " "	"	JHH	386	291
July 12, 1945	" " " " "	"	JHH	337	100
July 7, 1942	" " " " "	"	JHH	262	290
August 14, 1940	" " " " "	"	JHH	222	340

FERNDALE:

December 22, 1942	Consolidation Company, Inc.	"	JHH	275	45
November 8, 1943	George Washington Williams	"	JHH	292	458
January 8, 1944	Marion G. Dinsmore, &c.	"	JHH	298	306
February 7, 1947	Walter P. Stranz & wife	"	JHH	397	367
November 3, 1948	Maurice L. Clancy	"	JHH	499	404
September 30, 1948	Loretta Powers, et als.	"	JHH	494	360
August 13, 1947	Bertha V. Souers	"	JHH	426	20
August 4, 1947	Edward Hoy	"	JHH	422	436
August 7, 1947	Leroy O. Wentworth and wife	"	JHH	424	48
March 1, 1948	John Barnickel and wife	"	JHH	459	108
April 8, 1947	Charles T. McNeir and wife	"	JHH	400	484
May 20, 1947	County Commissioners A.A.Co.	"	JHH	409	194
January 25, 1944	" " " " "	"	JHH	301	135
May 25, 1943	" " " " "	"	JHH	279	486
November 18, 1947	Joseph H. Grisoom, Treasurer	"	JHH	443	306
July 3, 1945	Thomas W. Davis, Treasurer	"	JHH	333	411

FERDINAND HEIGHTS, FERNDAL:

<u>Deed Dated</u>	<u>From</u>	<u>To</u>	<u>Recorded Liber No.</u>	<u>Folio No.</u>
July 24, 1943	Anne Arundel County San.Com.	Frankie Wilson et als.	283	57
May 21, 1947	John F. Arnreich, Attorney	" "	412	330
June 29, 1946	George T. Cromwell and wife	" "	365	472
December 22, 1948	Albert D. Alban, et als.	" "	recorded prior hereto	

WOODLAWN HEIGHTS:

November 17, 1948	Howard Y. Cromwell and wife	" "	502	275
October 29, 1946	County Commissioners A.A.Co.	" "	386	286
January 4, 1947	" "	" "	400	412
March 8, 1947	Howard G. Scheidle and wife	" "	400	410
March 25, 1947	Edward Scheidle and wife	" "	400	411
August 24th 1948	Louis C. Tiedmann and wife	" "	486	474
August 6, 1948	Albert W. Tiedmann, Executor	" "	484	340
November 14, 1948	Hattie T. Hoeck, et als.	" "	500	576
September 20, 1948	Henry Borleis and wife	" "	491,	400
April 30 1947	Celeste B. Carroll, et als.	" "	409	369
September 2 1948	Rosalie A. Borleis, et als.	" "	488	368
May 12 1942	County Commissioners A.A.Co.	" "	257	478
July 29 1948	Frank Safranek	" "	482	179
July 16 1948	Catherine E. Schmidt	" "	480	38
July 20 1948	Samuel S. Foxwell and wife	" "	481	77
August 12 1947	Helen C. McWhirter	" "	425	599
March 24 1947	George O. Spoerke and wife	" "	403	169
March 29 1947	Caroline Rosiepe	" "	405	301
March 26 1947	Charles W. Griffin and wife	" "	400	415
March 4 1947	Otis G. Robinson, et als.	" "	403	170
December 28 1946	Julia T. Smith, et al.	" "	393	268
September 30 1948	John T. Friend and wife	" "	493	169
April 30 1947	Clifford L. Bowen and wife	" "	404	477
December 9 1948	Elizabeth F. Marsh, Executrix	" "	504	536
December 3 1948	Louis W. Ricker and wife	" "	504	542
December 6 1943	Harry W. Osborn and wife	" "	504	538
December 7 1948	John W. Pratt	" "	504	540
November 23 1948	Walter L. Schmidt and wife	" "	503	591
December 10 1943	John Sohl and wife	" "	505	447

KINSLOCK FARMS:

March 31, 1942	County Commissioners A.A.Co.	" "	258	18
March 17, 1947	Naomi Johnson, et als.	" "	400	404

LINTHICUM HEIGHTS:

September 14, 1942	Robert E. Kindred, Trustee	" "	266	481
September 19, 1941	" " " "	" "	245	270
April 23, 1945	Anne Arundel County San.Com.	" "	329	462
April 2, 1942	Russell C. Turner, Sheriff	" "	258	119
July 1942	Robert E. Kindred, Trustee	" "	263	90
January 20 1943	" " " "	" "	273	391

GLENBROOK:

June 19, 1939	William T. Downs and wife	" "	203	164
April 1, 1947	Owen Meredith and wife	" "	403	171
July 9, 1946	Coltes L. Courtney and wife	" "	367	448

GARLAND PARK:

December 13, 1943	County Commissioners A.A.Co.	" "	295	400
November 19, 1948	Isidor Franz	" "	502	277

MISCELLANEOUS:

December 29, 1942	Jerome A. Loughran, Attorney	" "	267	265
June 27, 1944	Frank Mezick	" "	310	393
September 5, 1945	Vincent J. Stevens, Trustee	" "	338	335
September 28, 1945	Margaret Cohenk	" "	314	309
March 15, 1944	Herman Klug	" "	303	32
June 19, 1945	Robert E. Kindred, Trustee	" "	333	372
September 30, 1943	Benjamin Michaelson, Trustee	" "	293	113
November 26, 1946	Katherine Guthberlet	" "	391	178

Deed Dated	From	To	Recorded Liber No.	Folio No.
April 6, 1945	Anna P. Chaney et al.	Frankie Wilson	JHH 327	384
March 23, 1943	C. Albert Hodges, et als.	"	JHH 274	493
November 28, 1944	James A. Walton, Treasurer	"	JHH 320	219
May 8, 1941	County Commissioners A.A.Co."	"	JHH 221	463
May 27, 1943	" " " " " "	"	JHH 279	425
December 15, 1944	Robert E. Kindred, Trustee	"	JHH 321	207
May 22, 1944	Francis B. O'Donnell & wife	"	JHH 308	443
June 1, 1945	John E. Gardner and wife	"	JHH 336	71
November 7, 1944	King F. Hartley and wife	"	JHH 320	157

SAVING AND EXCEPTING thereout any lots or parcels heretofore conveyed.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, and advantages to the same belonging or anywise appertaining,

TO HAVE AND TO HOLD the said lots and parcels of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the properties granted; and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said GRANTOR:

TEST:

*Theodore T. Pantales*  
Theodore T. Pantales

*Frankie Wilson* (SEAL)  
Frankie Wilson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 4<sup>th</sup> day of January, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, GRANTOR in the foregoing deed, and she acknowledged the same to be her act.

AS WITNESS my hand and Notarial Seal.


Recorded- 4th January, 1949,  
at 12:10 A.M.

*Theodore T. Pantales*  
Theodore T. Pantales, Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is a true copy, per photostat, as recorded in Liber J.H.H No. 507, folio 186, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 17th day of January, 1956.



*George T. Cromwell*

George T. Cromwell, Clerk

THIS DEED, Made this 4<sup>th</sup> day of January, in the year one thousand nine hundred and forty-seven, by C. Albert Hodges and Joseph H. Pepper, late County Treasurers of Anne Arundel County, and Thomas W. Davis, Treasurer of said County, of the first part, the County Commissioners of Anne Arundel County, a body corporate, of the second part, and Frankie Wilson, of the same County and State, of the third part.

WHEREAS default having occurred in the payment of state, county and school taxes, due and owing on the properties hereinafter mentioned, the then county treasurer and collector of county, state and school taxes, under and by virtue of the provisions of the laws of the State of Maryland, in compliance with the duties thereof imposed upon him, having first complied with all of the provisions of the law in relation thereto, proceeded to and did sell the hereinafter described properties to enforce the payment of said taxes so in default; and

WHEREAS the then county treasurer and collector, as aforesaid, sold the properties hereinafter described at public sale to the County Commissioners of Anne Arundel County, and said Commissioners have since sold same unto Frankie Wilson; and

WHEREAS, the said sales were duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found legal and the provisions of the law complied with, orders nisi were duly issued thereon; and

WHEREAS, after the publications of said orders nisi, as required by law, the said sales were finally ratified and confirmed by the said Circuit Court, and the then county treasurer, as aforesaid, is authorized by law to execute this deed; and

WHEREAS, John M. Green, one of the late treasurers and collectors of Anne Arundel County departed this life during his term as treasurer and James A. Walton was duly appointed and qualified as his successor; and whereas James A. Walton also departed this life during his term as treasurer of Anne Arundel County, and Thomas W. Davis was appointed and qualified as his successor, and the said Thomas W. Davis is authorized, according to law, to execute this deed, all of which will appear in more detail by reference to the following Tax Sales and proceedings recorded in the Circuit Court for Anne Arundel County:

WITNESSETH, That for and in consideration of the sum of Ten Dollars, and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first and second part do hereby grant and convey unto the said Frankie Wilson, Grantee, her heirs and assigns, in fee simple, the following lots or tracts of ground:

*Filed*  
1956 May-1 PM 12:03

No. 1871, "In the Matter of Tax Sale of the Land of Edward Scheidel" (See deed from C. Albert Hodges, Treasurer, to County Commissioners of Anne Arundel County recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 175, folio 405.) Being Lots 33, 35 and 37 Block 17 Woodlawn Heights.

No. 1872, "In the Matter of Tax Sale of the Land of William H. Scheidel" (See deed from C. Albert Hodges, Treasurer, to County Commissioners of Anne Arundel County, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 175, folio 406.) Being lots 17 and 19, Block 15 Woodlawn Heights.

No. 1427, "In the Matter of Tax Sale of the Land of Lloyd Mason." (See deed from C. Albert Hodges, Treasurer to County Commissioners of Anne Arundel County recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 145, folio 530.) Being lot No. 35, Block 21 Woodlawn Heights.

No. 1444, "In the Matter of Tax Sale of the Land of Irene M. Perkins." (See deed from C. Albert Hodges, Treasurer, to County Commissioners of Anne Arundel County, recorded among aforesaid Land Records in Liber F.A.M. No. 146, folio 497,) Being Lot No. 11, Block 24 Woodlawn Heights.

No. 5764, "In the Matter of Tax Sale of the Land of Zenobia Pottet, et als." (See deed from C. Albert Hodges, Treasurer to County Commissioners of Anne Arundel County, recorded among aforesaid Land Records in Liber F.A.M. No. 169, folio 315.) Being lots Nos. 10 and 12, Block 15 Woodlawn Heights.

No. 1144, "In the Matter of Tax Sale of the Land of Warren Jackson." (See deed from C. Albert Hodges, Treasurer, to County Commissioners of Anne Arundel County recorded among aforesaid Land Records in Liber F.S.R. No. 1, folio 334. Being Lot No. 9, Block 24 Woodlawn Heights.

No. 2240, "In the Matter of Tax Sale of the Land of Charles W. Griffith." (See deed from C. Albert Hodges, Treasurer to County Commissioners of Anne Arundel County, recorded among aforesaid Land Records in Liber J.E.H. No. 200, folio 205.) Being parts of Lots Nos. 23 and 25, Block 126 Woodlawn Heights; also parts of Lots Nos. 23 and 25, Block 26 Woodlawn Heights. See deeds recorded among aforesaid Land Records in Liber G.W. No. 79, folio 232 and G.W. No. 79, folio 230.

All Woodlawn Heights lots per plat recorded among aforesaid Land Records in Liber G.W. No. 60, folio <sup>50</sup>79.

No. 1118, "In the Matter of Tax Sale of the Land of Clifford L. Bowen." See

deed from C. Albert Hodges, Treasurer to County Commissioners of Anne Arundel County, recorded among aforesaid Land Records in Liber F.S.R. No. 1, folio 300. <sup>North 150 Feet of</sup> Being lots 10, 11 and 12 Morris Addition to Woodlawn Heights, per plat recorded among aforesaid Land Records in Cabinet 2, Rod D-8, folio 338.

No. 4571. "In the Matter of Tax Sale of the Land of Elizabeth S. Black". See deed Black Brothers, Inc., to Elizabeth Black, recorded among aforesaid Land Records in Liber F.S.R. No. 92, folio 170. BEING rear portion of Lots Nos. 10, 11, 12, 13, 14, 15 and 16 Plat of Samuel Morris Addition to Woodlawn Heights recorded among aforesaid Plat Records in Cabinet 2, Rod D-8, folio 338.

No. 1168. "In the Matter of Tax Sale of John R. Robertson." (See Deed from C. Albert Hodges to County Commissioners of Anne Arundel County, recorded among aforesaid Land Records in Liber F.S.R. No. 1, folio 366.) BEING lot No. 50, Block 18 Plat of Woodlawn Heights, recorded among aforesaid Land Records in G. W. No. 79, folio 2 30.

No. 1654. "In the Matter of Tax Sale of the Land of Mamie Vincent." Being lots Nos. 9 and 11, Block 21 Woodlawn Heights, as shown on plat recorded aforesaid Land Records in Liber G.W. No. 79, folio 230.

No. 2266. "In the Matter of Tax Sale of the Land of Walter L. Schmidt." BEING Lots 41, 43, 45 and 47, Block 16 Woodlawn Heights, per plat recorded among aforesaid Land Records in Liber G.W. No. 79, folio 230. See deed from Arundel Realty Company to said Walter L. Schmidt, recorded among aforesaid Land Records in Liber G.W. No. 73, folio 21.

No. 2270. "In the Matter of Tax Sale of the Land of J. GlemSmith." Being Lots Nos. 33 and 35, Block 22 Woodlawn Heights, as shown on plat recorded among aforesaid Land Records in Liber G.W. No. 79, folio 230. See deed recorded among aforesaid Land Records in Liber G.W. No. 73, folio 7.

No. 2265. "In the Matter of Tax Sale of the Land of Howard G. Scheidel." Being lots Nos. 23, 25, 27, 29 and 31, Block 17 Woodlawn Heights, as shown on plat recorded among aforesaid Land Records in Liber G.W. No. 79, folio 230. See deed from Maryland Electric Railways Company to Henry Scheidle, recorded among aforesaid Land Records in Liber G.W. No. 64, folio 50.

No. 2616. "In the Matter of Tax Sale of the Land of Henry Borleis." Being Lot No. 6, block 15 Woodlawn Heights, as shown on plat recorded among aforesaid Land Records in Liber G.W. No. 79, folio 230.

No. 2620, "In the Matter of Tax Sale of the Land of Frederick Buelmer." Being Lot No. 8, Block 15 Woodlawn Heights, as shown on Plat recorded among aforesaid Land Records in Liber G.W. 79, folio 230. See deed from the Maryland Electric Railways Company to said Frederick Buelmer recorded among aforesaid Land Records in Liber G.W. No. 66, folio 328.

No. 2657, "In the Matter of Tax Sale of the Land of Louis and Mary Spittle." Being Lots Nos. 1 and 3, Block 23 Woodlawn Heights, as shown on plat recorded among aforesaid Land Records in Liber G.W. No. 79, folio 230. See deed from Arundel Realty Company, et al. to said Louis and Mary Spittle, recorded among aforesaid Land Records in Liber G.W. No. 71, folio 189.

No. 5028, "In the Matter of Tax Sale of the Land of Edith A. Scott." Being Southeast one-half of Lot No. 23, Plat No. 2 of Howard Farms, recorded among aforesaid Plat Records in Cabinet 2, Rod C-2, folio 104. See deed from Seth H. Linthicum, et als. to said Edith A. Scott, recorded among aforesaid Land Records in Liber F.S.R. No. 40, folio 150.

No. 4205, "In the Matter of Tax Sale of the Land of Clarence M. Snyder." Being Lot 11 of Kinslock Farms as shown on plat recorded among aforesaid Plat Records in Plat Book G.W. No. 2, folio 96. See deed from Etta Snyder, widow, to said Clarence M. Snyder, recorded among aforesaid Land Records in Liber W.M.B. No. 19, folio 443.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or otherwise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging, or appertaining, unto and to the proper use and benefit of the said Frankie Wilson, her heirs and assigns, in fee simple.

WITNESS the hands and seals of the parties of the first part, together with the signature of the President of the County Commissioners of Anne Arundel County, and its corporate seal.

Albert Hodges (SEAL)  
Albert Hodges, Late Treasurer.

Joseph H. Pepper (SEAL)  
Joseph H. Pepper, Late Treasurer.

Thomas W. Davis (SEAL)  
Thomas W. Davis, Treasurer.

Theodore T. Pantaleo  
THEODORE T. PANTALEO

THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,  
By Warren R. Dunsell President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 4<sup>th</sup> day of January, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Albert Hodges, Joseph H. Pepper, late County Treasurers, Thomas W. Davis, present Treasurer of Anne Arundel County, and *Weems R. Duval*, President of the County Commissioners, as aforesaid, and each acknowledged the foregoing deed to be their act, and said Duval further made oath in due form of law that he is the duly authorized agent of said County Commissioners to execute this deed.

AS WITNESS my hand and Notarial Seal.

*Theodore T. Pantalone*  
Theodore T. Pantalone  
Notary Public  
JAN 10 1947

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Ef  
OK  
1947 June 10  
10/12 R

D E E D

C. ALBERT HODGES, LATE TREASURER  
JOSEPH H. PEPPER, " "  
THOMAS W. DAVIS, Treasurer  
and  
COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

the ...  
the ...  
the ...  
1920.  
R. Harry Arnold,  
Clerk

TO  
FRANKIE WILSON

-----			
Woodlawn Heights Lots 6-8-10-12-17-19 Block			
			16
"	"	Lots 41-43-45-47	Block 16
"	"	" 23-25-27-29-31	" 17
"	"	" 50 33-35-37	18
"	"	" 9-11-35	21
"	"	" 33-35	22
"	"	" 1-3-5-7	23
"	"	" 9-11	24
"	"	Part Lots 23-25)	26
"	"	" 23-25)	126

PT  
3 1 2

Morris Add.to Woodlawn Hts. E. 150' Lots  
10-11-12  
" Add.to " " rear part lots  
10-11-12-13-14-15-16  
Kinsloch Farms, Lot 11  
S.E. 1/2 Lot 23 Plat 2 Howard Farms S 310  
All 5th District Anne Arundel County, Md.


Approved: 2/4/47.  
Benjamin A. ...  
Counsel to Board.

for ...  
2/11 20/7  
2 4 7  
2 4 7

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is a true copy, per photostat, as recorded in Liber No. J.H.M. 400, folio 412, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 25th day of April, 1956.

  
George T. Cromwell  
George T. Cromwell, Clerk

NO STAMPS  
REQUIRED

THIS DEED, Made this 13th day of December, 1943, by The County Commissioners of Anne Arundel County, a body corporate, C. Albert Hodges and Joseph H. Pepper, late Treasurers of Anne Arundel County, to Frankie Wilson, of the same County, in the State of Maryland.

WHEREAS default having occurred in the payment of State, County and School taxes due and owing on the properties hereinafter mentioned, the then County Collector of State, County and School Taxes, under and by virtue of the provisions of the laws of the State of Maryland, in compliance with the duties thereof imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the hereinafter described premises to enforce the payment of said taxes so in default; and

WHEREAS the then County Treasurer, as aforesaid, sold the hereinafter described properties at public sale to the County Commissioners of Anne Arundel County, the said County Commissioners of Anne Arundel County being then and there the highest bidder therefor; and

WHEREAS the said sales were duly reported to the Circuit Court of Anne Arundel County and the proceedings having been found legal and the provisions of the law complied with, orders nisi were duly passed thereon; and

WHEREAS, after the publications of said orders nisi, as required by law, the said sales were finally ratified and confirmed by the said Circuit Court and the then County Treasurers, as aforesaid, are authorized by law to execute this deed to the following lots of ground situate and lying in the Fifth District of Anne Arundel County:

No. 1416, "In the Matter of Tax Sale of the Land of JOHN Bernard Guercio"

No. 2659, "In the Matter of Tax Sale of the Land of Annie Vomastek"

No. 3384, "In the Matter of Tax Sale of the Land of William Molley"

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of \$1.00, the said County Commissioners of Anne Arundel County, C. Albert Hodges and Joseph H. Pepper, Late Treasurers of Anne Arundel County, do hereby grant and convey unto the said Frankie Wilson, her heirs and assigns in fee simple, all those lots of ground described as follows:

(1) Lots Numbered 9, 45, 46 and 47 Homeland Park, as shown on plat filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod C-2, folio 101.

(2) Lot numbered 10, Block 9 Woodlawn Heights, as shown on plat filed among the aforesaid Land Records in Liber G.W. 60, folio 50, and G.W. 66, fol 491.

FILED

- 1 -

1956 MAY -1 PM 12:03

ecK  
(3) Lots numbered 1 to 8, inclusive, Block F and 26 to 29, inclusive, Block E Garland Park, as shown on plat filed among the aforesaid Plat Records in Cabinet No. 1, Rod K, Folio 16, and being the same mentioned in deed, dated December 18, 1935, from C. Albert Hodges to said Commissioners, recorded FAM 142, fol. 544. TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, waters, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Frankie Wilson, her heirs and assigns, in fee simple.

WITNESS the hands and seals of the said Grantors, together with the signature of the County Commissioners of Anne Arundel County, and its corporate seal.

R. Harry Arnold  
(CORPORATION SEAL)

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By John J. Levay President.

J. C. Boush  
J. C. Boush

C. Albert Hodges (Seal)  
C. Albert Hodges, Late County Treasurer.

Joseph H. Pepper (Seal)  
Joseph H. Pepper, Late County Treasurer.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 13th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John J. Levay, President of the said County Commissioners of Anne Arundel County, and C. Albert Hodges and Joseph H. Pepper, Late County Treasurers, and each acknowledged the foregoing Deed to be his respective act.

AS WITNESS my hand and Notarial Seal.

Clemence C. Burwell  
Clemence C. Burwell-Notary Public.  
My com. exp. 5/7/45

D E E D

**FROM**

COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

6. Albert Hodges

and

Joseph H. Pepper,  
Late County Treasurers

to

Frankie Wilson  
ad. J.C. Bulish Property Clerk

Lots 9, 45, 46, 47 Homeland Park  
 " 10, Block 9, Woodlawn Heights  
 " 1 to 8, inclusive, Block F, Garland Park  
 " 26 to 29, " " E " "  
 5th District, Anne Arundel County, Md.

Approved: 12/2/43

Benj. Richardson  
Counsel to Board  
14th

Dec. 43 12:35 P.

295 400

John H. Hopton 3rd  
Frankie Wilson

Frankie Wilson  
Attorney at Law  
20 East Lexington Street  
Baltimore, Md.

3.25

Paid.

→ ALSO KNOWN AS "KINGSLACK FARM"

has been provided by the  
contract with the  
contract with the  
contract with the

1245

CERTIFICATE OF TAX SALE

I, Joseph H. Brinson, Jr. Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1932, I sold to A. A. Co. Comm. at public auction for the sum of 32.00 Dollars and \_\_\_\_\_ Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as Lot 10 Block 9 on the plat of Thos. Blawn Heights which was conveyed to Annie Vomastek by The Maryland Electric Railways Co. and the Potomac Trust Company. and assessed to Annie Vomastek,

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1933, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of January 19 56

Joseph H. Brinson, Jr.  
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 12 day of January 19 56, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Brinson, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ullis Elizabeth Little  
Notary Public.

Approved  
MRB

My Commission Expires May 6 1957  
FOR VALUE RECEIVED, this 12 day of Jan. 1956, the County Commissioners of Anne Arundel County hereby assign this Certificate of Tax Sale unto Francis Wilson & Sons, Inc.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Ralph L. Lowman  
Ralph L. Lowman, President

1956 MAY -1 PM 12:03  
1956 MAY -1 PM 12:03

32

# **Nº 2963 CERTIFICATE OF TAX SALE**

I, Joseph H. Guscon, Jr. <sup>Successor to C. Albert Hodges</sup> Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A. A. Co. Comm at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

\_\_\_\_\_ Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as See reverse side

and assessed to \_\_\_\_\_

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of March 1956

Joseph H. Guscon, Jr.  
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 19 day of March, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Guscon, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Wesley Elizabeth Stearns  
Notary Public.

My Commission Expires May 6, 1957

April 17th, 1956 For Value Received, the County Commissioners of Anne Arundel County doth hereby assign and with Tax sale Certificate unto Frankie Wilson & Sons, Inc.  
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

33

Lucy T. Goshaw  
1956 MAY 1 PM 12:03

By Ralph I. Lowman  
Ralph I. Lowman, President

NOT NOT TO BE REPRODUCED

8000

(41943-1526)

2 Lots situated at Woodlawn Heights, assessed to Emma L. Dorst

Lots 25-27-28-31 Blk 15, Woodlawn Heights, assessed to James O. Hunter

(2-4 Blk 15)  
2 Lots Woodlawn Heights, assessed to George N. Dupes

Lot 21 Block 15, Woodlawn Heights assessed to Matilda B. Ulrich.

2 Lots (13-15 Blk 22) Woodlawn Heights, assessed to James H. Her

Lots 47-49 Blk 8 Woodlawn Heights, assessed to Emil K. al

N<sup>o</sup> 2957 CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Jr. Successor to C. Albert Hodges  
 Collector of Taxes for the State of Maryland and the  
 County of Anne Arundel, hereby certify that on July 21, 1931, I sold to A. A.  
Co. Comm at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

\_\_\_\_\_ Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property  
 in 5 District described as Lots 9 - 11 Blocks 21  
as shown on the plat of Woodlawn  
Heights

and assessed to Mamie Vincent

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October July 22, 1932, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of March 19 56

Joseph H. Griscom Jr.  
 Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19 day of October, March 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Steiner  
 Notary Public.

My Commission Expires May 6, 1957  
April 17th, 1956 For Value Received, The County Commissioners of Anne Arundel Co.  
 hereby assign the FILED Tax Sale Certificate unto Frankie Wilson and Sons, Inc.  
 COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY.

34 Lucy J. Gribble By Ralph L. Lowman  
056 MAY - 2 PM 12/84 Ralph L. Lowman, President

N<sup>o</sup> 2954 CERTIFICATE OF TAX SALE

I, Joseph H. Hruscinski, Successor to John M. Wilson, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9, 1937, I sold to Co. Comm. at public auction for the sum of 14 Dollars and 73

       Cents, of which        Dollars has been paid as a deposit on the property in 5 District described as Lot 48 Block 18  
situated at Woodlawn Heights

and assessed to Milton Hergert

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10, 1940, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of March 1956

Joseph H. Hruscinski  
Collector.

State of Maryland, Anne Arundel County, Sct: March

I hereby certify, that on this 12 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Hruscinski, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Willie H. Hargrave  
Notary Public.

My Commission Expires May 6, 1957  
April 17th, 1956. For Value Received, the County Commissioners of Anne Arundel County doth hereby assign the FILED tax sale certificate unto Frankie Wilson and Sons Inc.

35 Lucy L. Gaskins BY Ralph L. Lowman  
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY  
Ralph L. Lowman President

# Nº 2956 CERTIFICATE OF TAX SALE

I, Joseph H. Grunow Jr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ Sept. 3, 1929, I sold to AA Co. Comm. at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as See reverse side

and assessed to JAMES R ROBERTSON & WARREN TAINSON

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ Sept 4, 1930, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of March 19 56

Joseph H. Grunow Jr.  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19 day of March, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Grunow Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
Notary Public.

April 17th 1956 - For Value Received, the County Commissioners of Anne Arundel County doth hereby assign the within Tax Sale Certificate unto Frankie Wilson and Sons, Inc. My Commission Expires 1957

Witness

36 Lucy J. [Signature]

COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

By Ralph L. Lowman  
Ralph L. Lowman, Resident

12. DATE OF BIRTH

253

43

Robert J. K.

DATE: 10/10/2013 TIME: 10:00 AM PAGE: 1 OF 1

Lot 50 Block 18 Wadsworth Heights  
assessed to James P. Robertson

Long Black 24 It collared 1st gte  
Assigned to Warren Jackson

Nº 2953 CERTIFICATE OF TAX SALE

I, Joseph H. Gruesz, Successor to Joseph H. Gruesz, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10 1938, I sold to CC Co at public auction for the sum of 18 Dollars and 85

Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as 3 Lots situated in  
at Washington Heights

and assessed to Anna M. Gruesz

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of March 1956

Joseph H. Gruesz  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12 day of March, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gruesz, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Freddie Elizabeth Harding  
Notary Public.

My Commission Expires May 6 1957

April 12th 1956 - For Value Received, the County Commissioners of Anne Arundel Co. doth hereby assign the FILED sale certificate unto Frankie Wilson & sons, Inc. COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

37 Lucy L. Jackson  
1956 MAY - 2 PM 12:04

By Ralph L. Lowman  
Ralph L. Lowman, Resident

N<sup>o</sup> 2958 CERTIFICATE OF TAX SALE

I, Joseph H. Griscornick, Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October July 28, 1938, I sold to A. A. Co. Comm. at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

\_\_\_\_\_ Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as Lots 17 & 19 Block 15 on the plat of Haddonview Heights

and assessed to Wm. H. Scheidele

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October July 29, 1938, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of March 19 56

Joseph H. Griscornick  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19 day of March, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscornick, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth  
Notary Public.

My Commission Expires May 6, 1957

April 17<sup>th</sup> 1956 - For Value Received, the County Commissioners of Anne Arundel Co. doth hereby assign the **FILED** sale certificate unto Frankie Wilson & Sons, Inc. COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

38  
Lucy F. Goshaw  
1956 MAY 2 PM 12/04

By Ralph L. Lowman  
Ralph L. Lowman, President

N<sup>o</sup> 2959 CERTIFICATE OF TAX SALE

I, Joseph H. Buscovich <sup>Successor to C. Albert Hodges</sup>, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11, 1932, I sold to a a. Co. Comm

at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property

in 5 District described as Lot 8 Block 15

in the plat of Woodlawn Heights

and assessed to Frederick Bachman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1933, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of March 1956

Joseph H. Buscovich  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19 day of March 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Buscovich, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Johnson  
Notary Public

My Commission Expires May 6, 1957

April 17th, 1956 For Value Received, the County Commissioners of Anne Arundel Co. doth hereby assign this tax sale certificate unto Frankie Wilson & Sons, Inc.  
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

39  
Lucy L. Jackson  
1956 MAY -1 PM 12:04

BY Ralph L. Lowman  
Ralph L. Lowman, President

N<sup>o</sup> 2961 CERTIFICATE OF TAX SALE

I, Joseph H. Gursion, Jr. <sup>Successor C. Alberti Hodges</sup>, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 22, 1939, I sold to A. A. Co. Comm. at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as Lot 35 Block 21 as shown on the plat of Woodlawn Heights

and assessed to Lloyd Mason

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 23, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of August, 1956

Joseph H. Gursion, Jr.  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19 day of ~~October~~ March 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gursion, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Lister  
Notary Public.

My Commission Expires May 6, 1957

April 17th, 1956 For Value Received, the County Commissioners of Anne Arundel Co. doth hereby assign the Lot 35 Block 21 tax sale certificate unto Frankie Wilson & Sons, Inc.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

40

Lucy L. Gursion  
1956 MAY 1 PM 2:00

BY Ralph L. Lowman  
Ralph L. Lowman, President

# Nº 2962 CERTIFICATE OF TAX SALE

I, Joseph H. Miscombs, Successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 18, 1936, I sold to A. A. Co. Comm. at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5th District described as See reverse side

and assessed to \_\_\_\_\_

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1937, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of March 19 56

Joseph H. Miscombs  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19 day of October, March 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Miscombs, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Littlejohn  
Notary Public.

My Commission Expires May 6, 1957

April 17th, 1956 For Value Received, the County Commissioners of Anne Arundel Co. doth hereby assign this tax sale certificate unto Franklin Wilson & Sons, Inc.  
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

41  
1956 MAY -1 PM 12:04  
Lucy F. Jordan

BY Ralph L. Lowman  
RALPH L. LOWMAN, PRESIDENT

Lots 30, 32 Block 16 situated at  
Woodlawn Heights, assessed to  
Thos. M. Crow

Lots 48-50 Block 8 situated at  
Woodlawn Heights, assessed to  
Anna Stinson

Lot 35 Block 15 situated at  
Woodlawn Heights assessed to  
Margaret B. Wiedemann

# Nº 2964 CERTIFICATE OF TAX SALE

I, Joseph H. Liscum <sup>Successor to James A. Walton</sup> Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1941, I sold to aa Co. Camm at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

\_\_\_\_\_ Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as Lots 41-43 Block 24, Woodlawn Heights

and assessed to Ellen Batty Mays

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1942, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 20 day of March 1956

Joseph H. Liscum  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 20 day of March, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Liscum, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
Notary Public

My Commission Expires May 6, 1957

April 17th, 1956, for Value Received, the County Commissioners of Anne Arundel County doth hereby assign the 1956 Tax Sale Certificate unto Frankie Wilson and Sons, Inc. COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

42

Lucy P. Paulsky

By Ralph L. Lowman  
Ralph L. Lowman, President

Nº 2952 CERTIFICATE OF TAX SALE

I, Joseph H. Guscon Jr. <sup>successor to Joseph H. Pepper</sup>, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11 1957, I sold to Val Co Comm. at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as Lots 37-39 Belin 15 Woodlawn Heights

and assessed to Mrs Anna K. Ament

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of March 1956

Joseph H. Guscon Jr.  
Collector.

State of Maryland, Anne Arundel County, Sec: March

I hereby certify, that on this 12 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Guscon Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

William J. Lippert  
Notary Public.

My Commission Expires May 6 1957  
April 17th 1956. For Value Received, the County Commissioners of Anne Arundel Co. hereby assign the within Tax Sale Certificate unto Frankie Wilson & Sons, Inc. COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

43

1956 MAY -1 PM 12:04

Frankie Wilson & Sons

By Ralph L. Lowman  
Ralph L. Lowman, Assistant

Nº 2960 CERTIFICATE OF TAX SALE

I, Joseph H. Brinson Jr. <sup>Successor to James A. Walton</sup> Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1940, I sold to A. A. Co. Conom at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as See reverse side

and assessed to \_\_\_\_\_

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1941, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of March 19 56

Joseph H. Brinson Jr.  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19 day of March, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Brinson Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
Notary Public.

My Commission Expires 6, 1957  
April 17th 1956 - For Value Received, the County Commissioners of Anne Arundel Co. doth herein assign the 114413 Tax Sale Certificate unto Frankie Wilson & Sons, Inc. COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

44  
Witness.

Lucy F. Gasky  
1956 MAY 12 12:04

By Ralph L. Rowman  
Ralph L. Rowman, President

DATE: 11-11-60

and the back of the chair, the chair was used to hold the

Expts 1-7 to 2-2. Expts 14 and 3-5 + 7-9-11. Expt 8

31. ... .. 27

John Kennedy & Catherine J. Magarity  
 2-1-33 BLK 2-1  
 13-15 2-3  
 16-20-22 1-6

$\frac{21-35}{13-15}$  BLY  $\frac{21}{23}$

13-15

18-20-22

1.6

Lot 7 Bk 7 Harrison Heights  
Assessed to William T. Harrison

Assessed to Holden T. Johnson

N<sup>o</sup> 2965 CERTIFICATE OF TAX SALE

Joseph H. Grice and Son Successor to C. Albert Hodges  
Collector of Taxes for the State of Maryland and the  
County of Anne Arundel, hereby certify that on October Nov. 14, 1933, I sold to aa  
Co Comm. at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

\_\_\_\_\_ Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property  
in 5 Districts described as Lots 33 and 35  
in Block 22, Woodlawn Heights

and assessed to J. Glenn Smith

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October Nov. 15, 1934, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 27 day of March 1956

Joseph H. Grice and Son  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 27 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Grice and Son, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal, Notarial,

Nellie Elizabeth Perkins  
Notary Public.

My Commission Expires May 6, 1957

April 17th, 1956. Received, the County Commissioners of Anne Arundel County doth hereby FILED within Tax Sale Certificate unto Frankie Wilson & Sons, Inc. COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

45

Lucy F. Jenkins  
1956 MAY -1 PM 12:04

By Ralph L. Lowman  
Ralph L. Lowman, President

# Nº 2966 CERTIFICATE OF TAX SALE

I, Joseph H. Brice <sup>Successor to</sup> Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October July 22, 1930, I sold to A. R. Co. Comm at public auction for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_

Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as Lot 11 Block 4  
Woodlawn Heights

and assessed to Irene P. Lewis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 27 day of March 1956

Joseph H. Brice  
Collector.

State of Maryland, Anne Arundel County, Sct: March

I hereby certify, that on this 27 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Brice, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling  
Notary Public.

My Commission Expires May 6, 1957  
April 17th 1956 RECEIVED, The County Commissioners of Anne Arundel County doth hereby certify that within Tax Sale Certificate unto Frankie Wilson & Sons, Inc. 46 1956 MAY -1 PM 12:04  
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY  
By Ralph L. Lowman  
Ralph L. Lowman, President

N<sup>o</sup> 2972 CERTIFICATE OF TAX SALE

I, Joseph N. Gruesz, Successor to C. Albert Hodge, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A A Co. Comm. at public auction for the sum of 23 Dollars and 54

Cents, of which \_\_\_\_\_ Dollars has been paid as a deposit on the property in 5 District described as Lot 2 as shown on the plat of Woodlawn Heights 5 District - with A A Co.

and assessed to J. J. Harekens

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 17 day of April, 1956

Joseph N. Gruesz  
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 17 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Gruesz, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Robert Charles S. S. S.  
Notary Public

My Commission Expires 6 1957

FOR VALUE RECEIVED, this 17 day of April, 1956, the County Commissioners of Anne Arundel County hereby assigned this Certificate of Tax Sale unto Frankie Wilson & Sons, Inc. COUNTY COMMISSIONERS OF ANNE ARUNDEL CO.

47

1956 MAY -1 PM 12:04

By Ralph L. Lowman  
Ralph L. Lowman, President

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,735

FRANKIE WILSON & SONS, INC.  
a body corporate  
25 Baltimore Annapolis Blvd. NW.  
Glen Burnie, Maryland

Complainant

Vs.

Emma L. Forst or Emma L. Foesh, 710 McCabe Avenue, Baltimore, Maryland; James H. Gunther, P.O. Box 69, Halethorpe, Maryland; George W. Dupes, 502 E. 28th Street, Baltimore, Maryland; Matilda B. Ulrich, 1823 Federal Street, Baltimore, Maryland; James H. Herr and Florence Herr, 405 W. Saratoga Street, Baltimore, Maryland; Emil Kral and Barbara Kral, c/o Mrs. Mary A. Kral, 1308 Glyndon Avenue, Baltimore, Maryland; Mamie Vincent, 1102 S. Carey Street, Baltimore, Maryland; John Milton Herget, Address Unknown; James R. Robertson, R.F.D. Lansdowne, Maryland; Warren Jackson, 1717 Clifton Avenue, Baltimore, Maryland; Anna Svehla, 721 N. Collington Avenue, Baltimore, Maryland; William H. Scheidel, 440 S. Gilmore Street, Baltimore, Maryland; Frederick Buelmer, Address Unknown; Lloyd Mason, 620 E. 34th Street, Baltimore, Maryland; William Crow and Margaret Agnes Crow, 4909 Catalpa Road, Baltimore, Maryland; Anna Stirskey, 2406 E. Madison Street, Baltimore, Maryland; Margaret B. Weidemann, 2211 24th Street, Baltimore, Maryland; Ellen Batty Mays, S. 31st Street, Miami, Florida; Anna K. Ament, 32 S. Calverton Road, Baltimore, Maryland; Annie Vomastek, Woodlawn Heights, Maryland; John Kennedy and Margaret I. Magarity, 2900 Bl. West Belvedere Avenue, Baltimore, Maryland; Lillian D. Sheehan, 498 Washington Avenue, Baltimore, Maryland; J.F. Houchens, Jr. 625 McCabe Avenue, Baltimore, Maryland; J. Glenn Smith, C/o J. Smith Auto Supplies, Berlin, Penna.; Irene Perkins, 1717 Clifton Avenue, Baltimore, Maryland, their heirs and assigns, having or and all persons/claiming to have any interest in the following described real estate located in the sub-division of Woodlawn Heights, 5th Election District of Anne Arundel County, State of Maryland :

Lots 41-43, Block 6; Lots 25-27-29-31, Block 15; Lots 2-4, Block 15; Lot 21, Block 15; Lots 13-15, Block 22; Lots 47-49, Block 8; Lots 9-11, Block 21; Lot 48, Block 18; Lot 50, Block 18; Lot 9, Block 24; Lots 48-50-52, Block 7; Lots 17-19, Block 15; Lot 8, Block 15; Lot 35, Block 21; Lots 30-32, Block 16; Lots 48-50, Block 8, Lot 35, Block 15; Lots 41-43, Block 24; Lots 37-39, Block 15; Lot 10, Block 9; Lots 17 and 22, Block 17; Lots 3-5-7-9-11, Block 8; Lots 31-33, Block 21; Lots 13-15, Block 23; Lots 18-20-22, Block 16; Lot 7, Block 7; Lots 39 and 41, Block 8; Lots 33-35, Block 22; Lot **FILED**

1956 MAY -1 PM 12:08

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property, located in the Sub-division of Woodlawn Heights, Anne Arundel County, State of Maryland:

Certificate No. 2963 - Lots 41-43, Block 6; Lots 25-27-29-31, Block 15; Lots 2-4, Block 15; Lot 21, Block 15; Lots 13-15 Block 22; Lots 47-49-Block 8. Certificate No. 2957 - Lots 9-11, Block 21. Certificate No. 2954 - Lot 48, Block 18. Certificate No. 2956 - Lot 50, Block 18; Lot 9, Block 24. Certificate No. 2953 - Lots 48-50-52, Block 8. Certificate No. 2958 - Lots 17-19, Block 15. Certificate No. 2959 - Lot 8, Block 15. Certificate No. 2961 - Lot 35, Block 21. Certificate No. 2962 - Lots 30-32, Block 16; Lots 48-50, Block 8; Lot 35, Block 15. Certificate No. 2964 - Lots 41-43, Block 24. Certificate No. 2952 - Lots 37-39, Block 15. Certificate No. 2945 - Lot 10, Block 9. Certificate No. 2960 - Lots 17 and 22, Block 17; Lots 3-5-7-9-11, Block 8; Lots 31-33, Block 21; Lots 13-15, Block 23; Lots 18-20-22, Block 16, Lot 7, Block 7. Certificate No. 2972 - Lots 39-41, Block 8. Certificate No. 2965, Lots 33-35, Block 22. Certificate No. 2966 - Lot 11, Block 24.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON, this 1st day of May, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 11<sup>th</sup> day of July, 1956, and redeem the property and answer the Bill or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainant a title free and clear of all encumbrances.

- George J. Cromwell  
Judge Clerk

IN THE  
CIRCUIT COURT FOR  
ANNE ARUNDEL,  
COUNTY, MARYLAND  
EQUITY NO. 11,735

FRANKIE WILSON & SONS, INC.  
A body corporate,  
25 Baltimore Annapolis Blvd. N.W.,  
Glen Burnie, Maryland,  
Complainant,

vs.  
EMMA L. FORST or EMMA L. FOESH,  
710 McCabe Avenue, Baltimore, Mary-  
land;

JAMES H. GUNTHER, P.O. Box 69,  
Halethorpe, Maryland;

GEORGE W. DUPES, 503 E. 28th  
Street, Baltimore, Maryland;

MATILDA B. ULRICH, 1823 Federal  
Street, Baltimore, Maryland;

JAMES H. HERR and FLORENCE  
HERR, 405 W. Saratoga Street, Bal-  
timore, Maryland;

EMIL KRAL and BARBARA KRAL,  
c/o Mrs. Mary A. Kral, 1806 Glyndon  
Avenue, Baltimore, Maryland;

MAMIE VINCENT, 1105 S. Carey Street,  
Baltimore, Maryland;

JOHN MILTON HERGET, Address  
Unknown;

JAMES E. ROBERTSON, R.F.D. Lans-  
downe, Maryland;

WARREN JACKSON, 1717 Clifton  
Avenue, Baltimore, Maryland;

ANNA SVEHLA, 721 N. Collington  
Avenue, Baltimore, Maryland;

WILLIAM H. SCHEIDEL, 440 S. Gil-  
mer Street, Baltimore, Maryland;

FREDERICK BUELNER, Address Un-  
known;

LLOYD MASON, 620 W. 34th Street,  
Baltimore, Maryland;

WILLIAM CROW and MARGARET  
AGNES CROW, 4900 Catalpa Road,  
Baltimore, Maryland;

ANNA STIRKEY, 3408 E. Madison  
Street, Baltimore, Maryland;

MARGARET B. WEIDERMANN, 2241  
34th Street, Baltimore, Maryland;

ELLEN BATTY MAYS, 8. 81st Street,  
Miami, Florida;

ANNA K. AMENT, 28 S. Calverton  
Road, Baltimore, Maryland;

ANNIE VOMASTEK, Woodlawn  
Heights, Maryland;

JOHN KENNEDY and MARGARET J.  
MAGARITY, 2908 BL. West Balve-  
dere Avenue, Baltimore, Maryland;

LILLIAN D. SHEEHAN, 498 Wash-  
ington Avenue, Baltimore, Maryland;

J. F. HOUGHENS, JR., 628 McCabe  
Avenue, Baltimore, Maryland;

J. GLENN SMITH, c/o J. Smith Auto  
Supplies, Berlin, Penna.;

IRENE PERKINS, 1717 Clifton Ave-  
nue, Baltimore, Maryland, their heirs  
and assigns, and all persons having  
or claiming to have any interest in  
the following described real estate  
located in the sub-division of Wood-  
lawn Heights, 8th Election District  
of Anne Arundel County, State of  
Maryland:

Lots 41-43, Block 6; Lots 25-27-29-31,  
Block 15; Lots 2-4, Block 18; Lot 21,  
Block 18; Lots 12-15, Block 22; Lots 47-  
49, Block 8; Lots 9-11, Block 21; Lot 48,  
Block 18; Lot 56, Block 18; Lot 9, Block  
24; Lots 48-50-52, Block 7; Lots 17-19,  
Block 15; Lot 8, Block 18; Lot 25, Block  
21; Lots 30-32, Block 16; Lots 48-50,  
Block 8; Lot 25, Block 18; Lots 41-43,  
Block 24; Lots 37-39, Block 18; Lot 10,  
Block 9; Lots 17 and 22, Block 17; Lots  
3-5-7-9-11, Block 8; Lots 51-53, Block  
21; Lots 12-15, Block 23; Lots 18-20-22,  
Block 18; Lot 7, Block 7; Lots 39 and  
41, Block 8; Lots 33-35, Block 22; Lot  
11, Block 24.

LIBER 97 PAGE 580 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1956

We hereby certify, that the annexed

Order Publication

E.g. 11, 735

Emma L. Forst

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 11th

day of July, 1956. The first

insertion being made the 10th day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1956 AUG 14 PM 3:32

No. 77. G 4022

# Order Of Publication

LIBER

97 PAGE 581

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property, located in the Subdivision of Woodlawn Heights, Anne Arundel County, State of Maryland:

Certificate No. 2063—Lots 41-43, Block 6; Lots 25-27-29-31, Block 15; Lots 2-4, Block 15; Lot 21, Block 15; Lots 13-15, Block 22; Lots 47-49, Block 8. Certificate No. 2957—Lots 9-11, Block 21. Certificate No. 2954—Lot 48, Block 18. Certificate No. 2958—Lot 50, Block 18; Lot 9, Block 24. Certificate No. 2953—Lots 48-50-52, Block 7. Certificate No. 2958—Lots 17-19, Block 18. Certificate No. 2959—Lot 8, Block 18. Certificate No. 2961—Lot 35, Block 21. Certificate No. 2962—Lots 30-32, Block 16; Lots 48-50, Block 8; Lot 35, Block 16. Certificate No. 2964—Lots 41-43, Block 24. Certificate No. 2952—Lots 37-39, Block 15. Certificate No. 1245—Lot 10, Block 9. Certificate No. 2960—Lots 17 and 22, Block 17; Lots 5-6-7-9-11, Block 8; Lots 31-33, Block 21; Lots 13-15, Block 23; Lots 18-20-22, Block 16; Lot 7, Block 7. Certificate No. 2972—Lots 39-41, Block 8. Certificate No. 2965—Lots 33-35, Block 22. Certificate No. 2960—Lot 11, Block 24.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON, this 1st day of May, 1966, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 11th day of July, 1966, and redeem the property and answer the Bill or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-21

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,735

FRANKIE WILSON & SONS, INC.  
a body corporate  
25 Baltimore Annapolis Blvd. NW  
Glen Burnie, Maryland  
Complainant

Vs.

CERTIFICATE NO. 2963 -

NAME	ADDRESS	TAX SALE NUMBER	WOODLAWN HGTS. LOT NOS.	DATE SALE	AMOUNT
EMMA L. FORST or EM A L. FOESH	710 McCabe Ave. Baltimore, Md.	4095	41-43, Bl. 6	10/14/35	\$29.21
JAMES H. GUNTHER	P.O. Box 69 Halethorpe, Md.	4113	25-27-29-31 Block 15	10/14/35	\$31.07
GEORGE W. DUPES	502 E. 28th St. Baltimore, Md.	4081	2-4, Bl. 15	10/14/35	\$23.54
MATILDA B. ULRICH	1823 Federal St. Baltimore, Md.	4223	21, Bl. 15	10/14/35	\$22.32
JAMES H. HERR FLORENCE HERR	405 W. Saratoga St. Baltimore, Md.	4125	13-15, Bl. 22	10/14/35	\$25.54
EMIL KRAL and BARBARA KRAL c/o Mrs. Mary A. KRAL	1308 Glyndon Ave. Baltimore, Md.	4149	47-49, Bl. 8	10/14/35	\$33.01

CERTIFICATE NO. 2957 -

MARIE VINCENT	1102 S. Carey St. Baltimore, Md.	1634	9-11, Bl. 21	7/22/32	\$40.00
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CERTIFICATE NO. 2954 -

John Milton Herget	Address Unknown	5015	48, Bl. 18	10/9/39	\$14.73
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CERTIFICATE NO. 2956 -

James R. Robertson	RFD, Lansdowne, Md.	1168	50, Bl. 18	9/3/29	\$52.00
WARREN JACKSON	1717 Clifton Ave. Baltimore, Maryland	1144	9, Bl. 24	9/3/29	\$35.00

CERTIFICATE NO. 2953 -

Anna Svehla	721 N. Collington Ave. Baltimore, Md.	4612	48-50-52, Bl. 7	10/10/38	\$18.85
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CERTIFICATE NO. 2958 -

WILLIAM B. SCHIDEL	440 S. Gilmer St. Baltimore, Md.	1872	17-19, Bl. 15	7/28/32	\$45.00
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CERTIFICATE NO. 2959 -

FREDERICK BUELLER	Address Unknown	2620	8, Bl. 15	10/11/32	\$31.00
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CERTIFICATE NO. 2961 -

LLOYD MASON	620 W. 34th St. Baltimore, Md.	1427	35, Bl. 21	7/22/39	\$23.00
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FILED

1956 SEP 17 PM 2:09

WILLIAM CROW 4909 Catalpa Rd. 3355 30-32, Bl. 16 10/16/36 \$15.33  
MARGARET AGNES CROW Baltimore, Md.

ANNA STIRSKY 2406 E. Madison St. 3401 48-50, Bl. 8 10/13/36 \$16.40  
Baltimore, Md.

MARGARET B. WEIDERMAN 2211 24th Street 3412 35, Bl. 15 10/13/36 \$13.67  
Baltimore, Md.

CERTIFICATE NO. 2964 -  
ELLEN BATTY MAYS S. 31st Street 5762 41-43, Bl. 24 10/14/41 \$25.03  
Miami, Florida

CERTIFICATE NO. 2952 -  
ANNA K. AMENT 32 S. Calverton Rd. 3718 37-39, Bl. 15 10/11/37 \$15.79  
Baltimore, Md.

CERTIFICATE NO. 1245 -  
ANNIE VOMASTER Woodlawn Hghts. 2659 10, Bl. 9 10/11/32 \$32.00  
Maryland

JOHN KENNEDY and 2900 Bl. W. Balvedere 5408 17-22, Bl. 17 10/14/40) \$53.65  
CATHERINE I. MAGARITY Ave., Baltimore, Md. 3-5-7-9-11 " )  
Bl. 8 " )  
31-33, Bl. 21 " )  
13-15, Bl. 23 " )  
18-20-22, Bl. 16 " )

LILLIAN D. SHEEHAN 498 Washington Ave. 5421 7, Block 7 10/14/40 \$15.71  
Baltimore, Md.

CERTIFICATE NO. 2972 -  
J. F. HOUCHEMS, JR. 625 McCabe Ave 4134 39-41, Bl. 8 \$23.54  
Baltimore, Md.

CERTIFICATE NO. 2965 -  
J. GLENN SMITH c/o J. Smith Auto 2270 33-35, Bl. 22 11/14/33 \$32.00  
Supplies, Berlin, Pa.

CERTIFICATE NO. 2966 -  
IRENE PERKINS 1717 Clifton Ave. 1444 11, Bl. 24 7/22/30 \$23.00  
Baltimore, Md.

AND all above persons, if living, their heirs and assigns, and any and all persons having or claiming to have an interest in the above described real estate located in the sub-division of Woodlawn Heights, in the Fifth Election District of Anne Arundel County, State of Maryland, all substantially described in Certificates of Tax Sale attached hereto.

PETITION FOR DECREE PRO CONFESSO

The Petition of Frankie Wilson and Sons, Inc., by Frankie Wilson, its attorney, respectfully shows:

1. That two non ests have been returned against the following defendants:

<u>NAME</u>	<u>ADDRESS</u>	<u>STATE</u>
Emma L. Forst or Emma L. Foesh	710 McCabe Avenue	Baltimore, Maryland
James H. Gunther	P.O. Box 69	Halethorpe, Maryland
George W. Dupes	502 E. 28th Street	Baltimore, Maryland
Matilda B. Ulrich	1823 Federal Street	Baltimore, Maryland
James H. Herr and Florence Herr	405 W. Saratoga Street	Baltimore, Maryland
Emil Kral and Barbara Kral	1308 Glyndon Avenue	Baltimore, Maryland
Mamie Vincent	1102 S. Carey Street	Baltimore, Maryland
James R. Robertson	RFD	Lansdowne, Maryland
Warren Jackson	1717 Clifton Avenue	Baltimore, Maryland
William B. Scheidel	440 S. Gilmor Street	Baltimore, Maryland
Lloyd Mason	620 W. 34th Street	Baltimore, Maryland
William Crow and Margaret Agnes Crow	4909 Catalpa Road	Baltimore, Maryland
Anna Stirsky	2406 E. Madison Street	Baltimore, Maryland
Margaret B. Weidemann	2211 24th Street	Baltimore, Maryland
Anna K. Ament	32 S. Calverton Road	Baltimore, Maryland
Annie Vomastek	Woodlawn Heights	Maryland
John Kennedy and Catherine I. Magarity	2900 Bl. W. Belvedere Ave.	Baltimore, Maryland
Lillian D. Sheehan	498 Washington Avenue	Baltimore, Maryland
J. F. Houchens, Jr.	625 McCabe Avenue	Baltimore, Maryland
Irene Perkins	1717 Clifton Avenue	Baltimore, Maryland

2. That the following Defendant has been returned "Mortuus est":

Anna Svehle	721 N. Collington Avenue	Baltimore, Maryland
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3. That the following non-resident Defendants have neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired, as will be seen by reference to Certificate of Publication hereto attached:

Ellen Batty Mays	S. 31st Street	Miami, Florida
J. Glenn Smith	c/o J. Smith Auto Supplies, Berlin, Pa.	Berlin, Penna.

4. That the following Defendants' addresses are unknown:

John Milton Herget	Unknown	Unknown
Frederick Buelmer	Unknown	Unknown

WHEREFORE, YOUR PETITIONER PRAYS That the Bill of Complaint be taken Decree Pro Confesso against the said Defendants.

*Frankie Wilson*  
 Frankie Wilson, Solicitor for Plaintiff  
 25 Baltimore Annapolis Blvd., N.W.,  
 Glen Burnie, Maryland

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two non ests have been returned against the Defendants as set forth in Paragraph One of the Petition for Decree Pro Confesso; that the Defendant mentioned in Paragraph Two of said Petition was returned "mortuus est"; and that the non-resident defendants mentioned in Paragraph Three of said Petition were notified by Order of Publication; and that the addresses of the Defendants mentioned in Paragraph Four are unknown; and it further appearing that all of the said Defendants mentioned in Paragraphs one, two, three and four were duly notified by Order of Publication, and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette Newspaper published in Annapolis, State of Maryland, and all of the Defendants having failed to appear, either in person or by Solicitor, and answer the Bill of Complaint filed against them.

IT IS, THEREFORE, THIS 17<sup>th</sup> day of September, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be, and the same is hereby taken as Decree Pro Confesso against said Defendants.

*Benjamin Michaelson*  
Judge

**FILED**

1956 SEP 18 PM 12:27

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,735

FRANKIE WILSON & SONS, INC.  
 a body corporate  
 25 Baltimore Annapolis Blvd. NW  
 Glen Burnie, Maryland  
 Complainant

Vs.

CERTIFICATE NO. 2963 -

NAME	ADDRESS	TAX SALE NUMBER	WOODLAWN HGTS. LOT NOS.	DATE SALE	AMOUNT
EMMA L. FORST or EMMA L. FOESH	710 McCabe Ave. Baltimore, Md.	4095	41-43, Bl. 6	10/14/35	\$29.21
JAMES H. GUNTHER	P.O. Box 69 Halethorpe, Md.	4113	25-27-29-31 Block 15	10/14/35	\$31.07
GEORGE W. DUPES	502 E. 28th St. Baltimore, Md.	4081	2-4, Bl. 15	10/14/35	\$23.54
MATILDA B. ULRICH	1823 Federal St. Baltimore, Md.	4223	21, Bl. 15	10/14/35	\$22.32
JAMES H. HERR FLORENCE HERR	405 W. Saratoga St. Baltimore, Md.	4125	13-15, Bl. 22	10/14/35	\$25.54
EMIL KRAL and BARBARA KRAL c/o Mrs. Mary A. KRAL	1308 Glyndon Ave. Baltimore, Md.	4149	47-49, Bl. 8	10/14/35	\$33.01

CERTIFICATE NO. 2957 -

MARIE VINCENT	1102 S. Carey St. Baltimore, Md.	1634	9-11, Bl. 21	7/22/32	\$40.00
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John Milton Herget	Address Unknown	5015	48, Bl. 18	10/9/39	\$14.73
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CERTIFICATE NO. 2956 -

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WARREN JACKSON	1717 Clifton Ave. Baltimore, Maryland	1144	9, Bl. 24	9/3/29	\$35.00

CERTIFICATE NO. 2953 -

Anna Svehla	721 N. Collington Ave. Baltimore, Md.	4612	48-50-52, Bl. 7	10/10/38	\$18.85
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CERTIFICATE NO. 2959 -

FREDERICK BUELLER	Address Unknown	2620	8, Bl. 15	10/11/32	\$31.00
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CERTIFICATE NO. 2961 -

LLOYD MASON	620 W. 34th St. Baltimore, Md.	1427	35, Bl. 21	7/22/39	\$23.00
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CERTIFICATE NO. 2962 -

WILLIAM CROW	4909 Catalpa Rd.	3355	30-32, Bl. 16	10/16/36	\$15.33
MARGARET AGNES CROW	Baltimore, Md.				
ANNA STIRSKY	2406 E. Madison St.	3401	48-50, Bl. 8	10/13/36	\$16.40
	Baltimore, Md.				
MARGARET B. WEIDERMAN	2211 24th Street	3412	35, Bl. 15	10/13/36	\$13.67
	Baltimore, Md.				

CERTIFICATE NO. 2964 -

ELLEN BATTY MAYS	S. 31st Street	5762	41-43, Bl. 24	10/14/41	\$25.03
	Miami, Florida				

CERTIFICATE NO. 2952 -

ANNA K. AMENT	32 S. Calverton Rd.	3718	37-39, Bl. 15	10/11/37	\$15.79
	Baltimore, Md.				

CERTIFICATE NO. 1245 -

ANNIE VOMASTEK	Woodlawn Hghts.	2659	10, Bl. 9	10/11/32	\$32.00
	Maryland				
JOHN KENNEDY and	2900 Bl. W. Belvedere	5408	17-22, Bl. 17	10/14/40)	\$53.65
CATHERINE I. MAGARITY	Ave., Baltimore, Md.		3-5-7-9-11	" )	
			Bl. 8	" )	
			31-33, Bl. 21	" )	
			13-15, Bl. 23	" )	
			18-20-22, Bl. 16	" )	

LILLIAN D. SHEEHAN	498 Washington Ave.	5421	7, Block 7	10/14/40	\$15.71
	Baltimore, Md.				

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CERTIFICATE NO. 2966 -

IRENE PERKINS	1717 Clifton Ave.	1444	11, Bl. 24	7/22/30	\$23.00
	Baltimore, Md.				

AND all above persons, if living, their heirs and assigns, and any and all persons having or claiming to have an interest in the above described real estate located in the sub-division of Woodlawn Heights, in the Fifth Election District of Anne Arundel County, State of Maryland, all substantially described in Certificates of Tax Sale attached hereto.

D E C R E E

This Cause, standing ready for hearing and being submitted, the proceedings were read and considered by the Court, and it appeared that the same have been conducted in substantial compliance with the Provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland, 1943 Supplement, it is

**FILED**

1956 OCT 19 PM 3:51

thereupon, this 14<sup>th</sup> day of *October*, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Respondents or any one claiming from or under them or any of them, in and to the properties described in these proceedings as having been sold by the Treasurers of Anne Arundel County for non-payment of taxes, be and the same are hereby barred and foreclosed.
2. That absolute and indefeasible title in fee simple to the said properties, free and clear of all alienations accruing prior to this Decree, as well as all encumbrances and all existing tax assessments subsequent to the date of sale and the public assessments to which the same are subject are hereby vested in the said Complainant.
3. That upon the payment of the balance, if any, dues on the purchase price of said properties, together with all taxes and assessments accruing subsequent to the dates of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Complainant herein.
4. That the Complainant shall pay the costs of these proceedings.

*Benjamin Nicholas*  
Judge